

APPENDIX C

MCCRACKEN COURTYARD PUBLIC ART INSTALLATION - MANAGEMENT AND FUNDING AGREEMENT

THIS AGREEMENT made effective this 6 day of December, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF WHITE ROCK
15322 Buena Vista Avenue, White Rock, British Columbia V4B 1Y6
(hereinafter the "City")

AND:

**PEACE ARCH HOSPITAL AND COMMUNITY HEALTH
FOUNDATION**
(Incorporation No. S0024308)
15521 Russell Avenue, White Rock, British Columbia V4B 2R4
(hereinafter the "Foundation")

AND:

PEACE ARCH HOSPITAL C/O FRASER HEALTH AUTHORITY
15521 Russell Avenue, White Rock, British Columbia V4B 2R4
(hereinafter the "Hospital")

(together "the Parties")

WHEREAS the Parties wish to include a public art piece in the McCracken Courtyard (located between the Weatherby and Dr. Al Hogg Pavilions), on the Peace Arch Hospital site located at 15521 Russell Ave, White Rock, B.C. (hereafter referred to as the "site") in honour of the Peace Arch Hospital Auxiliary; and

WHEREAS The City, acting through the Director, Recreation & Culture will coordinate the design, contract award, procurement, construction of, maintenance, repair and funding for the artwork.

Therefore the Parties acknowledge and agree:

1. Location for the Artwork

The Hospital will allow the City use of the site for the installation, in 2019, of the Public Art piece entitled STANDE (hereafter referred to as the "artwork ") by artist Ilarion Gallant (hereafter referred to as the "Artist") to coordinate the installation of the artwork by the Artist in a timely manner;

2. Preparation and Maintenance

The City will be responsible for the tree removal and site preparation to facilitate the installation of the artwork. The City shall also be responsible for the maintenance of the artwork. The maintenance shall, as necessary to the condition of the artwork, include and not be limited to; inspections, preventive maintenance and upkeep of the artwork to ensure the maintenance schedule is met as per the agreement with the artist. The Hospital will not do anything to delay or restrict access by the City or its representatives to the site for the purposes of planning, installing or maintaining the artwork;

3. Ownership and Moral Rights

The Parties acknowledge and agree that while the artwork resides on the site, the City retains full and complete ownership of the artwork as a civic public art asset. The Parties further acknowledge and agree any major alteration to the site will be done by the Hospital only following consultation with the City to determine if it is a substantive change impacting the original intent of the Artist's design. The Parties acknowledge and agree the artwork may, by nature of its composition and location, be subject to the ravages of nature, pollution, vandalism and time, and that the Parties may in future use the site for civic purposes requiring the artwork's removal or relocation. While the City will reasonably endeavor to maintain the artwork according to the Artist's original intent, the City retains the right to alter, remove or relocate the artwork if the site is required for purposes deemed necessary or expedient by the Parties. At any time such alteration, removal or relocation is in the opinion of the Parties deemed necessary, the Artist may decide the artwork is no longer the artwork as originally intended and the Artist may request, with the advice of City staff, that all signs and acknowledgments linking the artwork to the Artist be removed.

4. Preapproval of Publicly Released Written Materials

The Hospital and the Foundation will consult with the City prior to the release or distribution by the Hospital and/or Foundation of any written materials or press releases regarding the artwork. The Hospital and/or Foundation will make reasonable efforts to consult with the City prior to the release of any written materials or press releases regarding the artwork. Notwithstanding the foregoing, all reproductions of the artwork will contain a credit to the Artist and no reproductions

of the artwork are permitted in order to generate revenue for the parties or any third-parties (i.e. the Peach Arch Hospital Auxiliary) unless explicitly consent is provided by the City and the Artist.

5. Indemnity and Liability

The Hospital shall defend and indemnify the City, its directors, officers, and employees (the "Indemnified Parties"), from and against all third-party claims, actions, suits, demands, damages, obligations, settlements, judgments, losses, costs and expenses, whether for bodily injury, including death, or for loss of or damage to property, resulting from the ongoing retention of the artwork on the site or from any negligent act or willful misconduct of the Hospital, its directors, officers, employees, or contractors, except to the extent that such injury or loss results from, in whole or in part, the negligence, unlawful or wrongful acts of the Indemnified Parties or any other person acting in concert with them.

6. Public Engagement, Marketing and Communication

The Foundation retains the rights to all recognition and naming opportunities for the McCracken Plaza and site area. However the Parties acknowledge and agree that the neither the Foundation nor the Hospital may re-name, sell or assign any rights or reproduction of the artwork, or refer to the artwork in any marketing or donor solicitation.

IN WITNESS WHEREOF the Parties have signed, sealed and delivered this Agreement on the effective date:

THE CORPORATION OF THE CITY OF WHITE ROCK by its authorized signatories

Mayor, City of White Rock


Director, Corporate Administration

PEACE ARCH HOSPITAL AND COMMUNITY HEALTH FOUNDATION (Incorporation No S0024808) by its authorized signatories

Board Member

Executive Director

PEACE ARCH HOSPITAL FRASER HEALTH AUTHORITY by its authorized signatories



Executive Director