PORT AUTHORITY OF ALLEGHENY COUNTY d/b/a
PITTSBURGH REGIONAL TRANSIT
Art Policy

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT)recognizes the value public art can offer in enhancing the transit environment, encouraging ridership, improving the perception of transit, enhancing community livability, improving the customer experience, deterring vandalism, and increasing safety and security. With acknowledgement of the unique benefits public art can provide for public transit, PRT will consider and support the installation of art on Designated Art Space (as defined herein) meeting the requirements of this Policy and any other guidelines or procedures administratively issued by the Chief Executive Officer consistent with this Policy.

This Policy may be amended, suspended, revoked, or otherwise modified or terminated at any time within the sole discretion of PRT and its Board and subject to all applicable laws.

PURPOSE: To establish a policy to facilitate the process for review, consideration and approval of the installation and presentation or deaccession of art on PRT's Designated Art Space.

DEFINITIONS:

Art or Artwork: When used in this Policy, the term "Art" or "Artwork" means a creative expression by a third-party artist presented in media visual form with the exception of live performances. Live performances are defined to mean when the artist or others, on behalf of the artist, are presenting to an audience on location.

Art Project(s): An artist's defined scope of services, which includes but is not limited to development of a design and implementation of an Artwork in PRT's Designated Art Space.

Agreement: A written, legally binding document. "Agreements" when used in this document refer to written contracts between PRT and a third-party holding rights to the art permitted to be installed in PRT's Designated Art Space.

Deaccession and Deaccessioning: Removal of an artwork from PRT's Designated Art Space.

Designated Art Space: Space on real property, transit vehicles or other physical assets owned and/or controlled by PRT and deemed by PRT, in its sole discretion, an appropriate location for the installation and presentation of art. Designated Art Space shall not include revenue-generating advertising space; space where PRT posts its own public communications; or locations being actively utilized for PRT management authorized employee-generated projects such as, for example, holiday bus decorations, during the time that the subject locations are in use for PRT management authorized employee-generated projects.

Permanent Artwork: Art installed in a manner intended to be long-term in nature, which for purposes of this Policy means greater than one (1) calendar year and acquired by PRT through a competitive or other lawful solicitation process.

Site: A specific location within PRT's Designed Art Space.

Site-Specific Artworks: Stand alone or discrete Artworks that are specific to the site in which they are located, and which are generally fabricated and installed as part of the Artist contract or scope of services.

Temporary Artwork: Art installed in a manner intended to be temporary in nature, which for purposes of this Policy means less than one (1) calendar year, and any artwork proposed by an external party to be installed in PRT's Designated Artspace that was not sought by PRT via a competitive solicitation or other lawful solicitation process.

POLICY STATEMENT:

Vision

PRT supports the presentation of art in its system as a means to achieve its goal of enhancing the rider's experience by creating safer and more welcoming transit environment. Public art in the transit system will enhance the perception of public transit and PRT.

Goals

- Provide a better experience and environment for individual riders through improved aesthetics of existing properties
- Beautify and connect to neighborhoods around PRT's property
- Engage with the communities in which PRT operates
- Support the creation and presentation of public art and the work of artists
- Promote quality art which captures the attention and imagination of the public

Responsibilities

I. Staff Member—Appointed by PRT's Chief Executive Officer
    a. Facilitates and supports art in compliance with this Policy within PRT.
    b. Assists in the daily administration and implementation of art programs including the identification of art opportunities, liaison with artists, budget management, facilitation of Arts Committee meetings and Artwork contract negotiations and administration.
    c. Provides an annual report as well as updates, as requested, to PRT's Board or applicable Committee of PRT's Board. At a minimum, this annual report will include a list of current Artwork – both permanent and temporary – installed in PRT's Designated Art Space, new Artwork contracts entered into over the prior year and any Artwork deaccessioned during the prior year.
    d. Ensures compliance with PRT's Arts Policy and any guidelines or procedures administratively issued by the Chief Executive Officer consistent with this Policy.

II. PRT's Arts Committee (Arts Committee)
    a. Provides advice and assistance to PRT regarding all permanent artwork. Assistance includes:
        i. Identification of opportunities for integration of art into PRT's system
        ii. Review of and recommendations regarding proposed art
        iii. Recommendations on deaccession of art
    b. Conducts regularly scheduled meetings to consider Temporary Artwork applications in accordance with Temporary Art Program Guidelines.

III. Chief Executive Officer
    a. Shall consider the Arts Committee's recommendations as to permanent artwork installation and presentation.
    b. Approves membership of the Arts Committee consistent with this Policy's requirements for membership.
    c. Designates Senior Management representatives and other PRT personnel to assist in compliance with and implementation of this Policy and guidelines adopted in accordance with same.

Sites for Artwork

PRT must approve all Sites for Art within PRT's Designated Art Space. Art will be pursued and allowed wherever it is deemed feasible and in the best interest of PRT. Sites and art installations shall not interfere with the operations of PRT or the access, movement, and/or safety of transit users/the general public. Safety, design, material, operation, and space concerns may prevent various locations from being acceptable for art installation.

The Existing Collection

I. PRT has existing art within its system facilities. This existing art will continue to be maintained and recognized as a valuable asset to PRT.
II. Artwork acquired prior to this Policy will adhere to the original terms of acquisition.
III. PRT reserves the right, in its sole discretion, to deaccession existing artwork from its collection.

New Additions

PRT will add new permanent artwork to its Designated Art Space only through two processes:

I. PRT-initiated projects.
    a. At PRT's discretion, a process to commission or purchase artwork for designated sites.
    b. Public solicitation for proposals for art projects will occur through a competitive selection process consistent with all applicable laws and PRT's Board-adopted Limits of PRT Policy. In unique situations and only if permitted by applicable procurement requirements and other laws, PRT will consider alternative selection processes.
    c. The solicitation process will identify desired standards as well as terms and the selection process.
    d. PRT initiated permanent artwork projects will follow the terms established in this Policy and Permanent Art Program Guidelines administratively issued by the Chief Executive Officer consistent with this Policy.
II. Externally Led Projects
    a. Any projects not initiated by PRT through a competitive solicitation or other lawful procurement process shall be deemed Temporary Artwork and reviewed in accordance with Temporary Art Program Guidelines to be administratively issued by PRT's Chief Executive Officer.
III. Prohibitions and Limitations
    a. PRT will not accept memorials or monuments of any kind.
    b. PRT will not accept gifts of artwork.
    c. PRT will not accept cultural artifacts.

PRT's Arts Committee (Arts Committee)

I. Advisory Committee Only
   a. The Arts Committee shall be solely advisory in nature and shall have no authority to negotiate for or commit PRT in any respect to any art project or art acquisition.

II. Composition
   a. The Arts Committee will be comprised of five PRT employees and up to three outside art and design professionals. The following membership shall constitute the Arts Committee:
      i. Five employee representatives including the employee designated to administer PRT's Arts Program; a representative from the Communications Division; two representatives from the Development Division; a representative from the Operations Division
      ii. Up to three art and design professionals from the Allegheny County region recommended by the Office of Public Art at the Greater Pittsburgh Arts Council.
      iii. Membership must be approved by PRT's Chief Executive Officer.
      iv. The PRT employee designated to administer PRT's Arts Program shall be an ex officio member with no voting abilities.

III. Terms of Membership
   a. The term of membership shall be for three years, and members may serve consecutive terms, subject to approval by PRT's Chief Executive Officer. Should a vacancy occur prior to the end of the subject member's scheduled term, PRT's Chief Executive Officer shall appoint a replacement for the non-expired term.

IV. Responsibilities
   a. Permanent Artwork
      i. The Arts Committee shall provide recommendations to the Chief Executive Officer consistent with this Policy and Permanent Art Program Guidelines administratively issued consistent with this Policy.
   b. Temporary Artwork
      i. The Arts Committee shall provide recommendations to the Chief Executive Officer consistent with this Policy and Temporary Art Program Guidelines administratively issued consistent with this Policy.
   c. The Arts Committee will also provide PRT with advice regarding:
      i. best practices in the fields of visual arts
      ii. opportunity for integrating artwork into PRT's system
      iii. identification of eligible and qualified artists with whom PRT may contract for creation of specific works of art
      iv. development of commissioned pieces of public artwork
      v. maintenance and conservation of displayed public artworks
      vi. acquisition and deaccession of displayed public artwork
      vii. development of PRT's art programs
      viii. budgets and fundraising for PRT's art projects.

V. Conflict of Interest and Confidentiality
    a. Committee members must declare a conflict of interest when monetary gain in fact or perception could occur as a result of their participation on the Arts Committee. Committee members must abstain from discussion and voting on projects where such a conflict exists. Artists and other art professionals serving on the Arts Committee shall not be eligible to have their proposals considered for PRT-initiated art projects or programs during their tenure on the Committee nor for the ensuing 12 months from the end of their term.
    b. Committee members and/or members of evaluation committees for the procurement of artwork may be required, in PRT's sole discretion, to sign statements confirming they have no conflict of interest and will maintain confidentiality concerning the procurement evaluation process, in statement forms approved by PRT's legal counsel.
    c. Committee members that are employees of PRT shall also be subject at all times to the requirements of Port PRT's Board-adopted Standard of Conduct Policy for Employees.

VI. Staffing: PRT shall appoint one staff member to oversee the daily administration of and the facilitation of all meetings of the Arts Committee.

VII. Community Input: At PRT's sole discretion and with approval of PRT's Chief Executive Officer, community input may be solicited as part of an art procurement process either through public meetings and/or inclusion of community representatives as technical advisors to either the review and/or evaluation committee.

a. The type and extent of community input, if any, will be determined solely by PRT on a project-by-project basis.
b. Input may or may not include generating ideas and preferences for projects and/or supplying information about the community.
c. Community input may take place before, after or concurrently with the solicitation process or after contract award.

<u>Terms</u>

I. Consistency with guidelines and advertising policy
    a. All Art must comply with the content standards set forth in PRT's administratively issued Permanent Artwork and Temporary Artwork Guidelines.
    b. All Art must also comply with PRT's Board-adopted Advertising Policy, as may be amended from time to time in PRT Board's sole discretion, which prohibits certain subject matters in order to maintain a safe, welcoming, and view-point neutral environment for PRT's employees and patrons.

II. Ownership and Licensing
    a. All artwork commissioned, purchased, accepted, or allowed by PRT will be under full ownership of PRT. The artist will be required to grant PRT the right to royalty-free, perpetual license to use any depictions of the artwork for use in any publication and release any and all ownership interests or other rights in the Artwork to PRT, including but not limited to any rights or claims under the federal Visual Artists Rights Act.
    b. The artist will be credited in all publications as well as at the Site of the Artwork.

c. PRT will not be held liable for any damages or disrepair which occurs to the artwork prior to installation, after installation, during the life of the Artwork, or during removal.

III. Insurance
   a. The Agreement for artwork will include details regarding the procurement of insurance that must be maintained during the entire period of the performance of the Agreement.
   b. Types and amounts of required insurance will be listed in the Agreement.

IV. Safety
   a. PRT seeks to provide the highest form of safety for its system and those who use it. For this purpose, every Artwork must maintain or improve current safety conditions and also adhere to all safety restrictions. Any Artwork deemed unsafe for riders, PRT personnel, the general public, or the artist will be appropriately removed or prohibited.
   b. Any new art being constructed, created, or installed on PRT property by an artist, artist staff, or third party will require a signed license agreement, including release and indemnification requirements, prior to any installation or other work occurring on PRT's property.

V. Media Guidelines
   a. All artist media outreach regarding artwork installation and presence must be coordinated with PRT and may not be published without PRT's prior written approval.

VI. Deaccessioning of Artwork
   a. Deaccessioning, or the formal procedure for the withdrawal of an artwork from a public collection, will take place in accordance with the Guidelines for Deaccessioning of Artwork, which will be administratively issued by the Chief Executive Officer consistent with this Policy.

ORIGJNALLY ADOPTED BY PRT BOARD RESOLUTION ON MARCH 26, 2021 AND EFFECTIVE: APRIL 1, 2021
FIRST AMENDED BY PRT BOARD RESOLUTION ON MAY 24, 2024 AND EFFECTIVE: JUNE 1, 2024