

## ArtPlace America Funding Agreement

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ArtPlace America ([artplaceamerica.org](http://artplaceamerica.org)) is a collaboration among fourteen foundations, eight federal agencies, and six financial institutions dedicated to strengthening the field of creative placemaking. Toward this end, ArtPlace has invested in projects in which artists and arts organizations play an explicit and central role in strategies to help shape their communities' social, physical, and economic futures. Participating foundations include the Barr Foundation, Bloomberg Philanthropies, Ford Foundation, The James Irvine Foundation, John S. and James L. Knight Foundation, The Kresge Foundation, The McKnight Foundation, The Andrew W. Mellon Foundation, William Penn Foundation, Rasmuson Foundation, The Rockefeller Foundation, Surdna Foundation, and two anonymous donors. Rockefeller Philanthropy Advisors, Inc. (RPA) serves as the fiscal sponsor for ArtPlace America.

### **Purpose of Funds**

Lawrence Arts Center, Inc has been awarded a grant to be used as follows:

Lawrence, KS (population 89,500) is home to the Lawrence Arts Center, which has proposed "Free State Boulevard: From the Studio to the Streets" to revitalize and activate a six-block stretch that connects a warehouse arts area with downtown Lawrence. Multi-modal paths, upgraded amenities, and new models of urban infrastructure would enable local artists to engage their communities and would be inspired by Lawrence's rich artistic tradition.

### **Funding Conditions**

ArtPlace approved the deployment of funds to Lawrence Arts Center, Inc in the amount of \$500,000 for the period of July 1, 2014 through December 31, 2015. The funding is conditioned upon Lawrence Arts Center, Inc's, agreement to:

1. Use the funds to support Lawrence Arts Center, Inc's expenses related to the purpose described above and according to the project budget submitted with your proposal. Any change to the work plan must be submitted for approval by ArtPlace through its Director of National Grantmaking.
2. In an electronic format, provide interim and final narrative and financial progress reports, including a budget-to-actual and a record of expenditures to ArtPlace. Interim reports and final reports are due on JANUARY 31, 2015, JULY 31, 2015, AND JANUARY 31, 2016; respectively. Please email reports to [grants@artplaceamerica.org](mailto:grants@artplaceamerica.org).
3. Submit a blog entry along with photos or video of your work quarterly during the grant period for use on the ArtPlace web site ([artplaceamerica.org](http://artplaceamerica.org)). ArtPlace America's Director of Communications will be in touch to confirm the start date of your blog submissions.
4. ArtPlace and its partners retain the right to publicize the findings and learnings from any ArtPlace-supported work, at their sole discretion. Your organization may be identified by name.
5. Maintain confidentiality about your ArtPlace award and participating funders until a press embargo is lifted on June 25, 2014.
6. Maintain your current IRS tax status and/or charter. By countersigning this Agreement, your organization confirms that there has been no change in your qualification as an organization exempt from income taxation pursuant to the Internal Revenue Code (IRC) or your classification as not a private foundation under section 509(a) of the IRC.



Accordingly, you agree to notify RPA immediately in writing of any changes to your tax-exempt status or your status as a publicly supported organization.

7. Comply with all applicable State, City and Federal laws, ordinances, codes and regulations which affect your capacity to participate in ArtPlace. In addition you shall comply with not-for-profit rules forbidding the carrying on of propaganda or otherwise attempting to influence legislation or intervention in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office which affect this program. You shall, at your own expense, obtain all permits, licenses and approvals required and shall comply with all laws in connection herewith. No funding will be used for a purpose that is not specified in Section 170(c)(2)(B) of the Internal Revenue Code; and no part of the Grant will be used for any political lobbying activity.

We reserve the right to discontinue or modify any payments due under this Agreement, or to require a refund of any unexpended funds, or both if, in our sole judgment, any of the following occur:

- A. Funds have been used for purposes other than those delineated by this Agreement;
- B. Such action is necessary to comply with the requirements of any law or regulation affecting your organization's or RPA's responsibilities to avoid the imposition of any penalties or excise taxes; and/or
- C. Your organization becomes unable to deploy the funds for the purposes intended or otherwise violates the terms of the Agreement.
- D. Your organization does not comply with the aforementioned funding conditions.

**Payment of Funds**

ArtPlace will process payment of the full amount of your grant upon electronic submission of the signed copy of your Grant Agreement and supplementary materials.

**Record Keeping of Funds**

For IRS purposes, you are expected to maintain financial records relating to these funds, retaining these records and other supporting documentation for at least five years after the Funding Agreement's termination date.

**Public Announcement**

ArtPlace will provide you with instructions for publicizing the award in your local media. Confidentiality about your ArtPlace award and participating funders must be maintained until a press embargo is lifted on June 25, 2014.

**Acknowledgement Language**

We request that your organization acknowledge ArtPlace America's support in all materials and announcements for the supported project as appropriate.

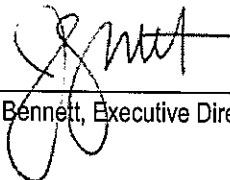
We may be credited as "ArtPlace America," "ArtPlaceAmerica.org," or by using our logo.

If you have any questions about crediting, or about using social media, reaching out to members of the press, or drafting a press release to promote your funded project, please direct your inquiry to [press@artplaceamerica.org](mailto:press@artplaceamerica.org).




By your signature below, you agree to the conditions as stated in this Agreement. Please return to grants@artplaceamerica.org with the signature of an authorized representative of your organization in the space provided. In countersigning this Agreement, this individual represents to us that she/he has the authority to sign this Agreement on your organization's behalf.

Acceptance by ArtPlace America LLC:

By:   
Jaime Bennett, Executive Director

Accepted and Agreed on this 6 day of June, 2014.

Lawrence Arts Center, Inc

Signature:   
Printed Name: Susan Tate  
Title: CEO