

## AGREEMENT

This Agreement is entered in this 21<sup>st</sup> day of July, 2015, by and between the City of Lawrence, Kansas, a municipal corporation ("City") and Lawrence Arts Center, Inc., d/b/a Lawrence Arts Center, a Kansas not-for-profit corporation.

*Whereas*, in July 2014, the Lawrence Arts Center received an ArtPlace America grant award for a creative place making effort as part of a proposal to reconstruct east 9<sup>th</sup> Street in Lawrence;

*Whereas*, through a Request for Qualifications (RFQ) process, el dorado, inc. was selected to provide professional architectural services to create a design for the proposed project, which includes among other improvements, a public art component designed in tandem with infrastructure improvements (hereinafter the Project);

*Whereas*, the Lawrence Arts Center has agreed, and the City has relied upon it, to pay \$50,000 to the City, to be used by the City to pay a portion of el dorado, inc.'s professional services fees for design and art program administration services for the Project (hereinafter the Arts Center's Professional Services Payment);

*Whereas*, the Project design plan has progressed to the point to which the Lawrence Arts Center has issued a Call for Artists for commissioned artwork for three public art programs, "Try It Out" "East Ninth Artists" and "Integrated Art Collaborations," for the proposed project; and

*Whereas*, the City and the Lawrence Arts Center desire to memorialize certain terms related to the Arts Center's Professional Services Payment and ...(contracting with artists); and

NOW THEREFORE, in consideration of the mutual promises stated herein, the sufficiency of which is hereby acknowledged, the City and Lawrence Arts Center agree as follows:

1. Within 14 days of execution of this Agreement, the Arts Center shall deliver to the City's Director of Arts and Culture, a check payable to the City in the amount of Fifty Thousand Dollars (\$50,000), which shall be used by the City to pay a portion of el dorado, inc.'s professional design services for the proposed 9<sup>th</sup> Street project.

2. The parties agree that work with the artists for the Project will occur in two phases: 1.) Design and Planning; and 2.) Fabrication and Installation. The Lawrence Arts Center agrees to contract directly with artists selected for the Project for any work (design and planning), excluding art fabrication and installation for permanent art work. All work, including temporary art installations, shall be subject to applicable permit requirements or other city approvals. It is contemplated that the City will contract with the selected artists so that fabrication and installation of permanent artwork is coordinated with the final construction contract, if any, of the Public Infrastructure Improvements.

3. The Lawrence Arts Center understands and agrees that the governing body of the City, may, in its sole discretion, decide to delay, postpone, cancel, modify, or elect not to fund, construct, or contract for the construction or rehabilitation of the Project.

4. The Lawrence Arts Center understands that in the event the City decides to not proceed with the proposed Project, the City shall not be obligated to fabricate or install or pay for the fabrication or installation of any artwork selected for the Project.

5. The parties agree that if the governing body of the City decides to enter into a construction contract for the City's portion of the Project improvements, if applicable, the Lawrence Arts Center will transfer to the City the appropriate and agreed-upon ArtPlace America grant funds to pay for the fabrication and installation of the commissioned artwork for the Project. The parties may enter into an agreement in the future to set forth the terms of said transfer.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date noted above.

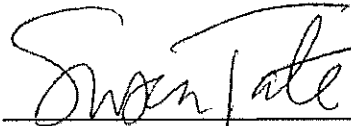
**CITY OF LAWRENCE, KANSAS,**  
A municipal corporation,



\_\_\_\_\_  
Diane Stoddard, Interim City Manager

And

**LAWRENCE ARTS CENTER, INC.**  
d/b/a Lawrence Arts Center,  
a Kansas not-for-profit corporation



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Susan Tate, Chief Executive Officer