



# How to do Creative Placemaking

Formalizing Partnerships: Contracts, MOUs & Agreements



# WELCOME!

Katherine Bray-Simons

Design Specialist, Our Town

National Endowment for the Arts



Lynne McCormack

National Program Director, Creative Placemaking

Local Initiatives Support Corporation



# WHY CREATIVE PLACEMAKING PARTNERSHIPS?

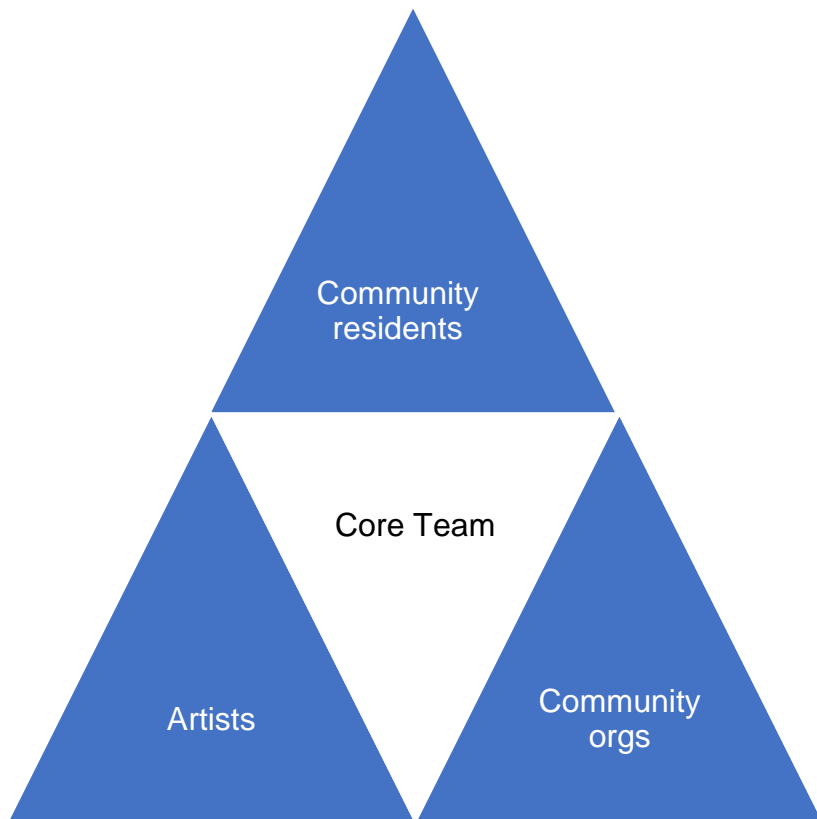
Partnerships can enable a project team to:

- Better understand and be relevant to a community
- Bring complementary skills and resources
- Tackle larger tasks
- Achieve greater impact
- Create more sustainable responses



Photo: City of Providence

## WHO IS THE TEAM?



Aim for equitable representation,  
balance, influence, & resources

### **Core team members might come from:**

- City government
- Cultural organization
- Community development organization
- Community organizing organization
- Intermediary



Annie O'Neill Photography

## WHAT DIFFERENCES NEED TO BE NAVIGATED?

- Professional perspective and expertise
- Jargon
- Stereotypes
- Cultural norms
- Power dynamics
- History
- What else?

# MATCH PARTNERSHIP DESIGN TO YOUR TASK

## Continuum of partnerships

- Short-term transactional relations →  
Deep, ongoing collaboration
- Match structures and communications  
procedures, to complexity of partnership

## Least intensive

- Individual transactions
- Information networks
- Joint ventures

## More intensive

- Coordinated tasks
- Ongoing collaborations

## Most intensive

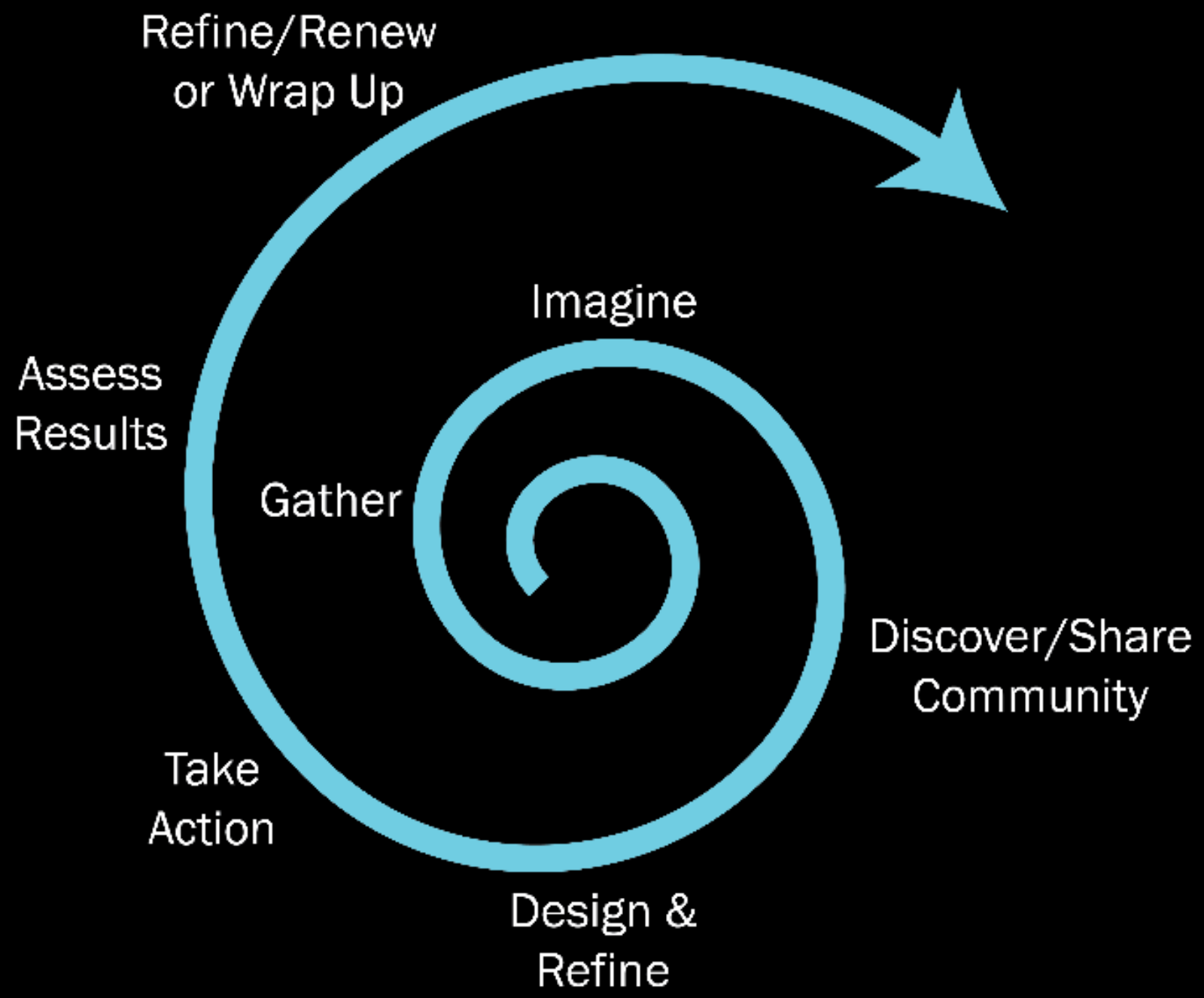
- Institutional collaborations
- Mergers

## MAINTAINING THE PARTNERSHIP: SIX R's

1. Recognition
2. Respect
3. Role
4. Relationships
5. Reward
6. Results



Photo: More than ever Art Lives Here partners







Annie O'Neill Photography

## UNDERSTANDING & APPRECIATING YOUR PARTNERS

- Why are you here?
- What do you and your partners bring to the project? (Expertise, skills, networks, access to resources, etc.)
- What expectations do you have for each other? What assumptions?
- What limits need to be respected?
- What gaps suggest a need for more partners?

## WRITTEN AGREEMENTS

- Who are the partners?
- What are partners' responsibilities?
- What are partners' goals?
- What is the budget?
- Who decides on spending?
- Who is fiscal agent?
- What if loss or surplus?
- How is communication handled?
- What if partners disagree?



# WELCOME!

Stephanie Fortunato  
Director, Department of Art Culture and Tourism  
City of Providence



Adrienne Southgate  
Deputy City Solicitor  
City of Providence



# GOALS

- Mobilize the creative sector
- **Build community and foster neighborhood vitality through increased access and diversified cultural participation**
- Educate and inspire the next generation of creative thinkers
- Foster sustainable cultural organizations
- Create conditions for creative workers to thrive in Providence
- Raise public awareness of the creative sector

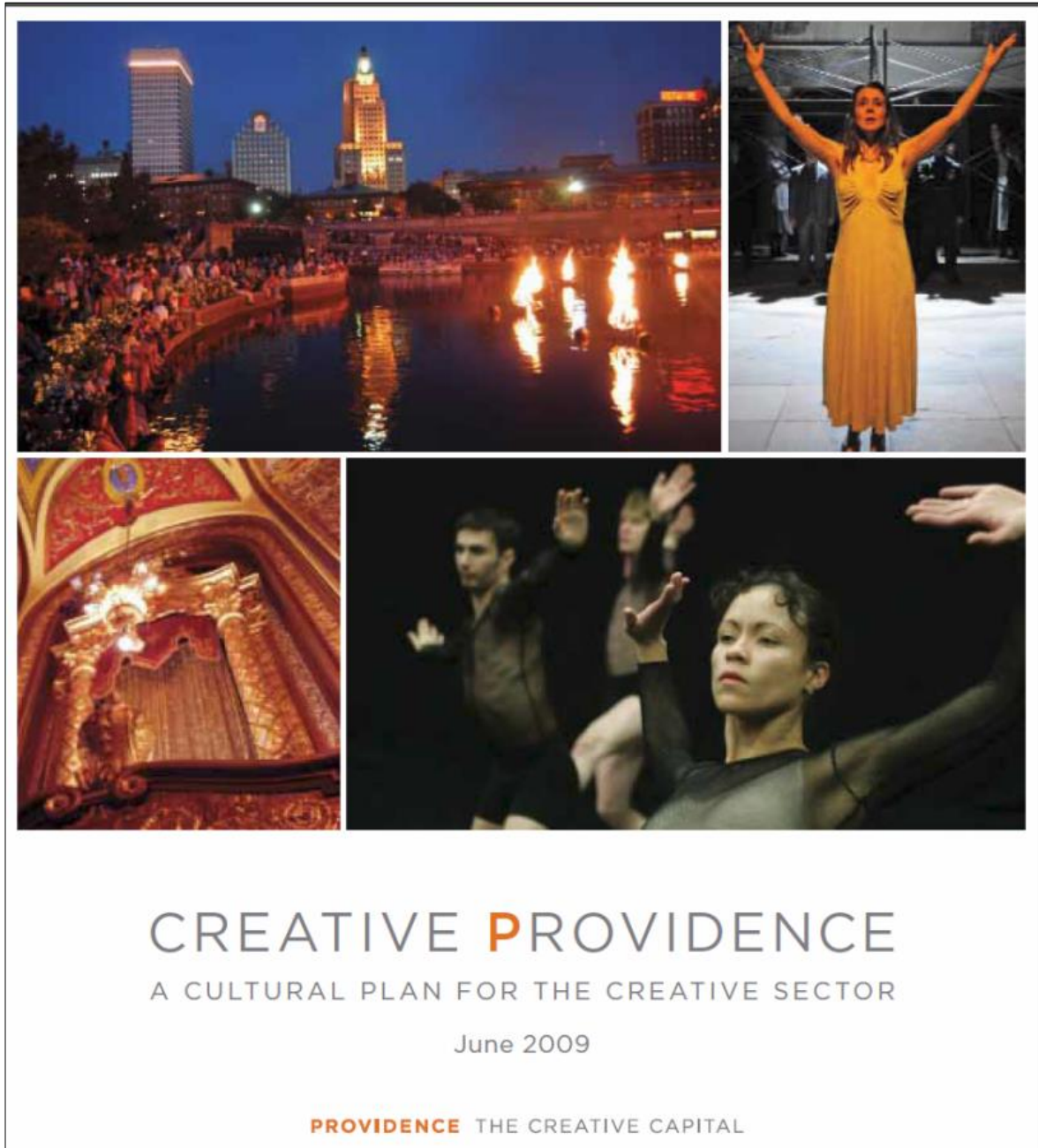




Photo: City of Providence



WASHINGTON STREET IS...

Potential  
↳ Direct routes  
to activity



The STABLE

Viva MEXICO!

MADE  
IN THE  
USA  
WAS  
NEVER  
FOUND  
AGAIN

Photo: City of Providence





Photo: City of Providence



Photo: City of Providence



Annie O'Neill Photography





Photo: City of Providence





Photo: City of Providence





Photo: City of Providence





Photo: City of Providence



KERI KING

*'WHAT'S IN THE RIVER?'*



# WHAT IS A CONTRACT?

- When two parties have a meeting of the minds about a particular topic.
- And you put it on paper.



Photo: City of Providence

# HOW IS A CONTRACT “MADE”?

To form a contract, you need three things:

An offer: We’d like an artist to paint a mural on at our local elementary school, featuring local points of interest, local foods, or other cultural references.

An acceptance: I’d be happy to paint that mural...

And “consideration”: ...and I’ll only charge you for time and materials.

That’s technically all you need. Really.

# WHY ISN'T THAT ENOUGH?

You can see right away that our simple example could lead to some misunderstandings.

Example: Q. The Mayor wonders why you haven't got those murals up yet.

A. It's too hot to paint in the summer.

Example: Q. We were thinking "farm to table" when we said *food*. Not the local Applebee's...

Example: Q. I have a bill here for \$6000!

A. Yeah, and I have the receipts to prove that I spent that much.

Example: Q. When were you planning to tell us that you were a registered sex offender?

# IT'S REALLY HARD TO THINK OF EVERYTHING...

That's why contracts often contain a lot of clauses, some of which may not seem relevant to the work that you're doing.

To make things easier, in the City, we usually prepare a **template contract** which can be used in most circumstances, and modified to meet particular situations.

An example: PVD Fest. One enormous contract covering the arts collaboration with FirstWorks, fiscal agency, cultural curation, and the myriad little details (port-a-potties, police details, scooter control, open beverage sales) of a major, multi-day downtown festival.

Spin-off contracts for artists, performers, vendors, etc.

# WHO SHOULD DRAFT A CONTRACT?

Standard contracts often contain “boiler plate” clauses which do not favor the sponsoring agency’s interest.

Some of these:

- Venue (where suit can be brought)
- Choice of law (don’t make me learn how to do they do things in North Dakota!)
- Indemnification

# BASIC CONTRACTS



Photo: City of Providence

# NAILING DOWN THE INGREDIENTS

**PROJECT NAME PERFORMER CONTRACT**

*Payment will NOT be processed without a complete signed contract and a signed W9.*

**PLEASE PRINT.**

This document, when signed by both parties, constitutes a contract between **The City of Providence** (herein the Sponsor) and

\_\_\_\_\_ (herein the Artist) for

DAY, MONTH DATE, YEAR

DAY, MONTH DATE, YEAR

to take place at **PROJECT NAME**

at \_\_\_\_\_ PM

on \_\_\_\_\_ Stage

for an artist fee of **\$00.00 ( money amount written)**

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Legal name of artist or group (should be the same as the name on your W9; the check will be made payable to this entity):**

\_\_\_\_\_

**Artist's CONTACT day of show:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Please complete and submit the website content form for promotional purposes: <http://pvdifest.com/content-form/>





**PROJECT NAME** PERFORMER CONTRACT

Payment will NOT be processed without a complete signed contract and a signed W9.

PLEASE PRINT.

This document, when signed by both parties, constitutes a contract between **The City of Providence** (herein the Sponsor) and

\_\_\_\_\_ (herein the Artist) for

DAY, MONTH DATE, YEAR

DAY, MONTH DATE, YEAR

to take place at **PROJECT NAME**

at \_\_\_\_\_ PM

on \_\_\_\_\_ Stage

for an artist fee of **\$00.00 ( money amount written)**

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Legal name of artist or group (should be the same as the name on your W9; the check will be made payable to this entity):

\_\_\_\_\_

Artist's CONTACT day of show: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please complete and submit the website content form for promotional purposes: <http://pvdifest.com/content-form/>

# Checklist

✓ Who

✓ What

✓ Where

✓ When

✓ Why

✓ How

**PROJECT NAME PERFORMER CONTRACT**

Payment will NOT be processed without a complete signed contract and a signed W9.

PLEASE PRINT.

This document, when signed by both parties, constitutes a contract between **The City of Providence** (herein the Sponsor) and

\_\_\_\_\_ (herein the Artist) for

DAY, MONTH DATE, YEAR

DAY, MONTH DATE, YEAR

to take place at **PROJECT NAME**

at \_\_\_\_\_ PM

on \_\_\_\_\_ Stage

for an artist fee of **\$00.00 ( money amount written)**

PLEASE PROVIDE THE FOLLOWING INFORMATION:

**Legal name of artist or group (should be the same as the name on your W9; the check will be made payable to this entity):**

\_\_\_\_\_

Artist's CONTACT day of show: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please complete and submit the website content form for promotional purposes: <http://pvdfest.com/content-form/>

**W-9**  
Form (Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) \_\_\_\_\_

6 City, state, and ZIP code \_\_\_\_\_

7 List account number(s) here (optional) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

-	-	-	-

OR

**Employer identification number**

-	-	-	-

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶

Date ▶

---

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Tax forms available online through the IRS <https://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>

## PROJECT NAME PERFORMER CONTRACT

Payment will NOT be processed without a complete signed contract and a signed W9.

### PLEASE PRINT.

This document, when signed by both parties, constitutes a contract between **The City of Providence** (herein the Sponsor) and \_\_\_\_\_ (herein the Artist) for

DAY, MONTH DATE, YEAR

DAY, MONTH DATE, YEAR

to take place at **PROJECT NAME**

at \_\_\_\_\_ PM

on \_\_\_\_\_ Stage

for an artist fee of **\$00.00 ( money amount written)**

### PLEASE PROVIDE THE FOLLOWING INFORMATION:

Legal name of artist or group (should be the same as the name on your W9; the check will be made payable to this entity):

Artist's CONTACT day of show: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please complete and submit the website content form for promotional purposes: <http://pvdfest.com/content-form/>



Photo: City of Providence

# TERMS REFLECT PROJECT SPECIFICS

## TERMS OF PAYMENT

100% to be paid **WHEN and HOW**

## PERFORMANCE TERMS

- Performance will begin approximately as scheduled under the terms listed above.
- Failure to appear on the part of the artist will result in nullification of this contract and forfeiture of full-negotiated fee.
- Delay or termination of performance by artist, as determined by sponsor, will result in forfeiture of negotiated fee at the rate of one percent per minute.
- Please check in at your performance area with Event staff one (1) hour prior to scheduled performance time.

## SHOW VENUE

**EVENT NAME, ADDRESS**

## TECHNICAL TERMS & PROVISIONS

- Sound system and sound engineer to be provided by the Sponsor.
- Limited Backline and playback will be available provided by Sponsor.
- Artist must provide copy of tech needs with signed contract.

## TRANSPORTATION PROVISIONS

- Artist to provide their own transport to and from venue.

## MERCHANDISING PROVISIONS

- Artist has the exclusive right, but no obligation, to sell artist's recordings and souvenirs at the performance and retain 100% of the receipts. Artist is responsible for staffing sales of merchandise unless Sponsor is able to provide staff for this purpose.

## SECURITY

- Sponsor agrees to provide adequate security for the Artist and his/her accompaniment and his/her equipment.

# INCLUDE RELATED AGREEMENTS

## PHOTO RELEASE

By signing this I hereby consent to and authorize the use and reproduction, in print or electronic format by anyone authorized by the City of Providence's Department of Art, Culture + Tourism, of any and all photographs which have been taken on this day for any publicity and marketing purposes, without compensation. All images – electronic, negatives, positives, together with the prints, are owned by The City of Providence's Department of Art, Culture + Tourism.

I hereby acknowledge that I am 18 years of age or older or am the legal guardian of

---

and have read and understood the terms of this release



Photo: City of Providence

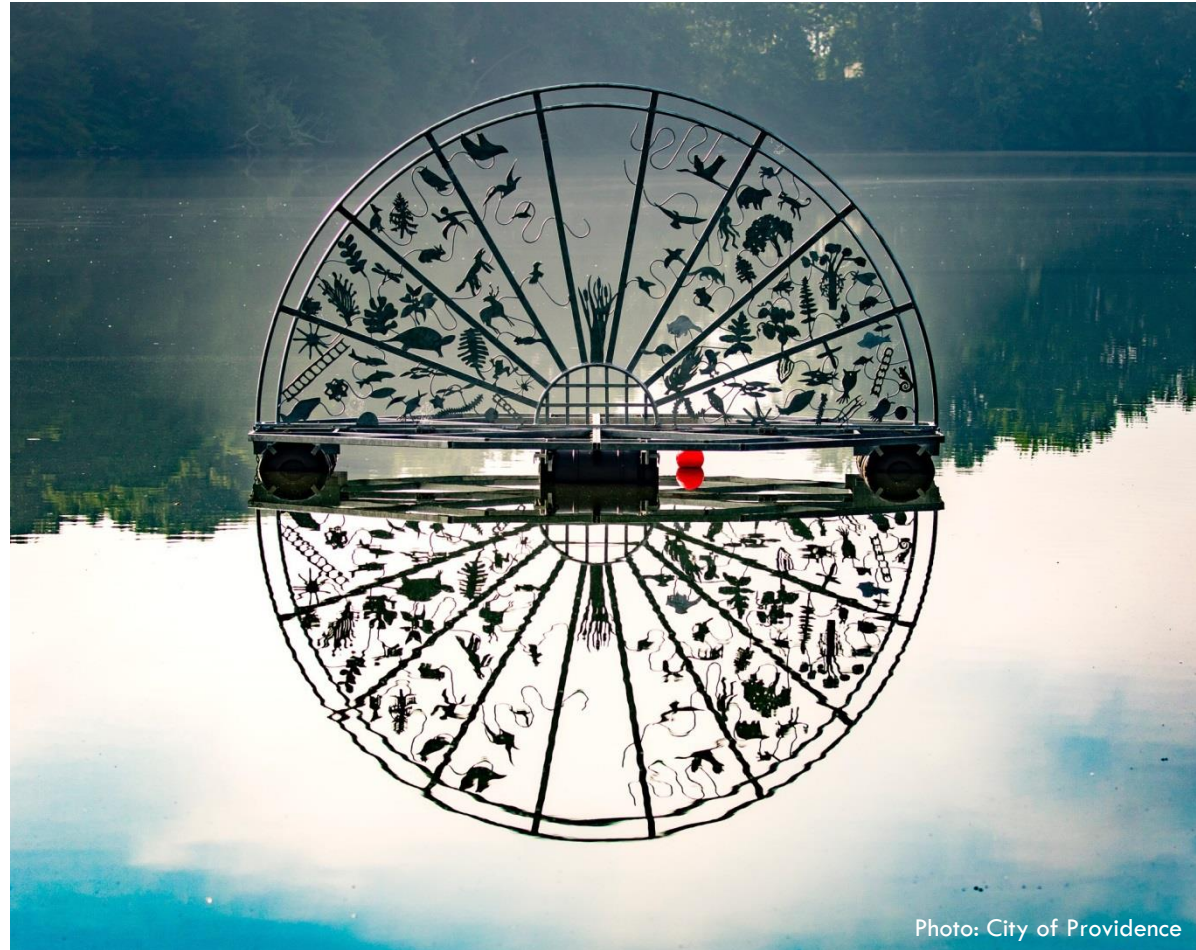
# IMPORTANT REMINDERS

## Notes

- Outline project details
- Best used for one-time event, installation, performance, program
- Be transparent about responsibilities and rights of artist and sponsor
- Ask for documentation to support payment
- Streamline by combining agreements such as photo releases to limit paperwork



# GRANT-FUNDED COMMUNITY PARTNERSHIPS



# DEFINING PARTNERSHIPS

WHEREAS, funding for the Project shall consist of the NEA Grant along with matching funds, in-kind support from the City and/or donated services; and

WHEREAS, the Project seeks to raise awareness about the historical significance and environmental vulnerability of Mashapaug Pond, an underutilized post-industrial body of water in Providence; and

WHEREAS, the Project shall consist of public activities including the design and fabrication of the work itself, a monthly film series, and other related programming that explore the relationship between people and water to occur in Mashapaug Pond between June 2015 and December 2016; and

WHEREAS, the City has engaged Holly Ewald (the “Artist”) to create a public art work (the “Work”) and curate related activities as part of an ongoing site-specific development led by the Artist and, in her role as Artistic Director, UPP Arts;

WHEREAS, the City is engaging The Steel Yard to work with the Artist to fabricate and install the Work;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT



# AGREEMENTS

## I. PARTIES' PROMISES AND OBLIGATIONS

- a. The City agrees to pay the Steel Yard \$XXXXXX in total compensation for the following services:
  - i. Work with Holly Ewald on the design, prototyping, and fabrication of a portable, buoyant projection screen that doubles as semi-circular public sculpture;
  - ii. Obtain the necessary materials, aluminum pipe, screen, fittings, and projection system;
  - iii. Finish and paint the screen; and
  - iv. Deliver to site and install.
  - v. Administrative tasks, community engagement work, and project management as required by the project.
  - vi. Subcontracting Lunar Films to provide technical assistance about outdoor projections and to source an appropriate projection system.
  - vii. Purchase a minimum \$1,000,000 general liability insurance policy naming the City of Providence as an additional named insured.
  
- b. The City shall be responsible for:
  - i. Overseeing the NEA Grant, including reporting and fulfillment requirements for the Project;
  - ii. Providing \$XXXX cash, in-kind support and/or donated services to the Project to match the NEA Grant;
  - iii. Overall management of the Project, including but not limited to coordinating with other project partners;
  - iv. Coordinating with all federal, state and city agencies to secure the required approvals, permits, and licenses.

# AGREEMENTS

## I. PARTIES' PROMISES AND OBLIGATIONS

- a. The City agrees to pay the Steel Yard \$XXXXXX in total compensation for the following services:
  - i. Work with Holly Ewald on the design, prototyping, and fabrication of a portable, buoyant projection screen that doubles as semi-circular public sculpture;
  - ii. Obtain the necessary materials, aluminum pipe, screen, fittings, and projection system;
  - iii. Finish and paint the screen; and
  - iv. Deliver to site and install.
  - v. Administrative tasks, community engagement work, and project management as required by the project.
  - vi. Subcontracting Lunar Films to provide technical assistance about outdoor projections and to source an appropriate projection system.
  - vii. Purchase a minimum \$1,000,000 general liability insurance policy naming the City of Providence as an additional named insured.
- b. The City shall be responsible for:
  - i. Overseeing the NEA Grant, including reporting and fulfillment requirements for the Project;
  - ii. Providing \$XXXX cash, in-kind support and/or donated services to the Project to match the NEA Grant;
  - iii. Overall management of the Project, including but not limited to coordinating with other project partners;
  - iv. Coordinating with all federal, state and city agencies to secure the required approvals, permits, and licenses.



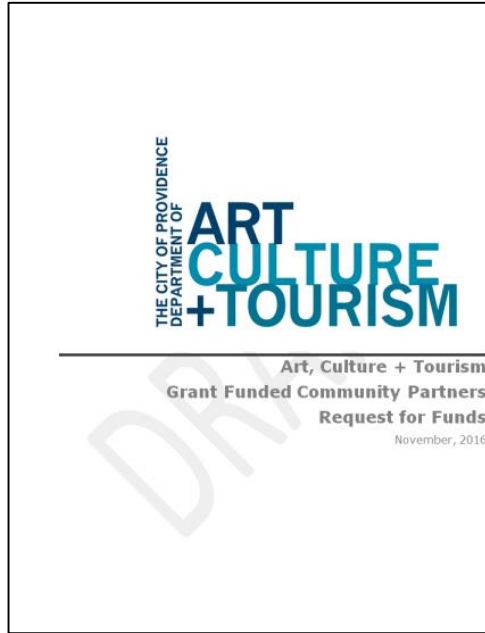
# INTELLECTUAL PROPERTY



- c. The City recognizes that under this Agreement the work created may be publishable and agrees that The Steel Yard and its agents shall be free to publish as well as present at symposia or professional meetings on said work.

# COMPONENTS

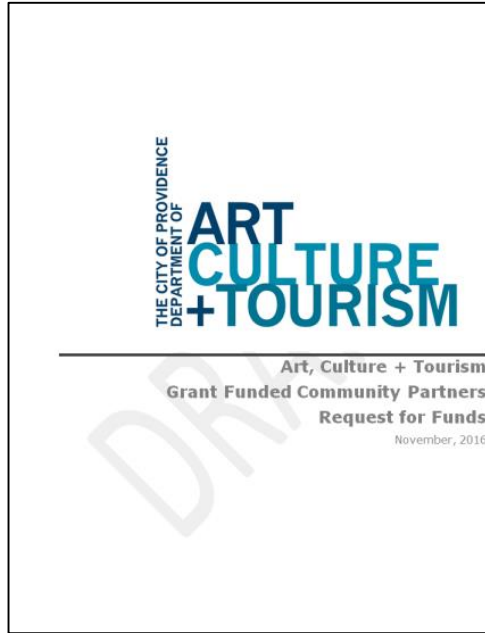
- RFP + Bid + Basic Contract
- Parties and contact people
- Subject matter (i.e., project, performance, exhibition)
- Dates
- Payment
- Termination
- Insurance / Indemnification



## PROJECT INFORMATION [to be completed by AC+T]

PROJECT NAME	START DATE	COMPLETION DATE
Illuminating Trinity	July 01 2015	December 31 2016
FUNDING ORGANIZATION(S)	PROJECT CO-LEAD	ACTIVITY CODE (INTERNAL)
ArtPlace America	RI LISC	XXXXXXX

PROJECT SUMMARY
<p>This project is funded by ArtPlace America and done in collaboration with RI LISC. The project has three main components, capacity building at Southside Cultural Center, RISD-led design-based interventions in the public realm/ Southside Cultural Center, and EmcArts Community Innovation Lab, funded by the Kresge Foundation to improve safety conditions in the area. The project ties directly into the Every Block/Safe City Initiative of Mayor Elorza.</p>
PROJECT GOALS AND OBJECTIVES
<p>* increase community safety and cultural vitality in Trinity Square</p>
PROPOSED SITE
<p>Trinity Square, Providence, Southside Cultural Center of Rhode Island located at 393 Broad Street Providence RI 02907</p>
COMMUNITY PARTNERS (NAME + ROLES)
<ul style="list-style-type: none"> <li><input type="checkbox"/> RI LISC, project co-lead</li> <li><input type="checkbox"/> Southside Cultural Center of Rhode Island: building institutional capacity and strengthening cultural vibrancy in neighborhood</li> <li><input type="checkbox"/> RISD: design-build in the public realm</li> <li><input type="checkbox"/> EmcArts: Community Innovation Lab designed to address core question- How to find creative solutions to community well-being, community safety, and cultural vibrancy in Trinity Square</li> </ul>

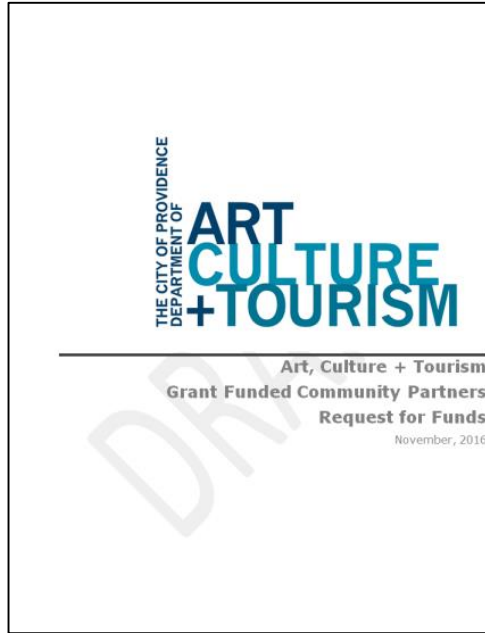


**COMMUNITY PARTNER CONTACT INFORMATION**

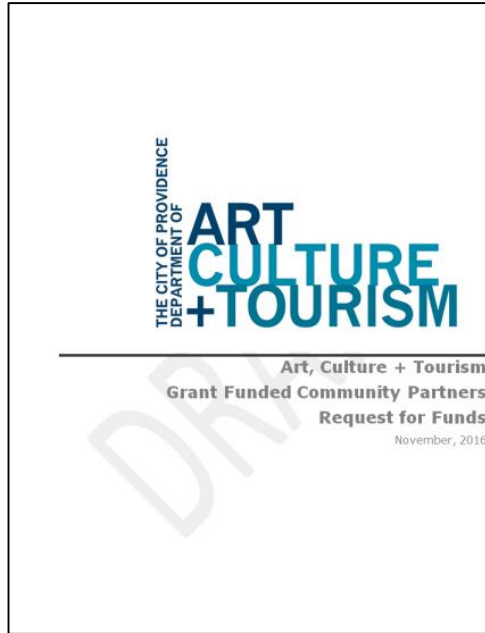
ORGANIZATION OR FISCAL AGENT	EMAIL	Phone #
FEDERAL TAX ID #		
ORGANIZATION'S MISSION		
[#]		

*Please refer to the above section in completing below*

Total Amount Funds Requested	START DATE	END DATE
COMMUNITY PARTER'S GOALS + OBJECTIVES as related to this Project , must reflect goals outlined in MOU		

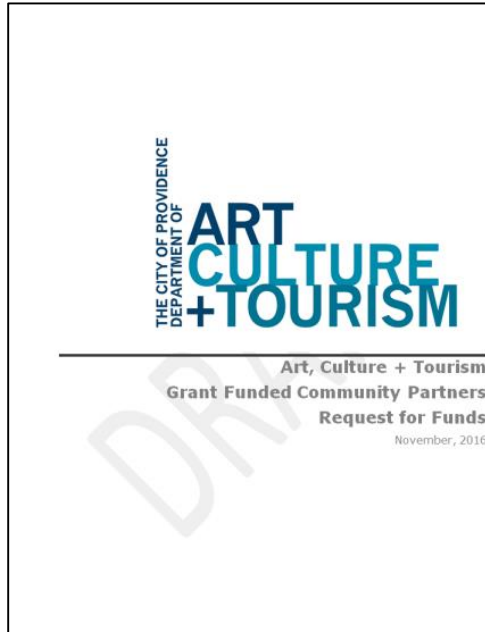


CASH BUDGET as Expenditures and Revenue relate to THIS PROJECT, DIRECT REVENUE + EXPENDITURES MUST EQUAL Note: you may use "N/A" and \$0.00 to reflect line items that do not apply. Please be as specific as possible and add rows as needed to itemize		
ITEMIZED INCOME	SOURCE	AMOUNT
Admissions	[Funder]	[\$ amount]
Fees	[Funder]	[\$ amount]
Other	[Funder]	[\$ amount]
Grants	[Funder]	[\$ amount]
Corporate Contributions	[Funder]	[\$ amount]
Individual Contributions	[Funder]	[\$ amount]
Fundraising/Other	[Funder]	[\$ amount]
<b>Total available grant funds</b>	<b>AC+T via Artplace America</b>	<b>\$XXXXX</b>
TOTAL DIRECT REVENUE & SUPPORT		[\$ amount]
<b>In-Kind</b>	Art, Culture + Tourism via Artplace America. Support provided via Special Project Manager in Residence, (FTE + benefits), Intern (FTE+benefits) Partner Tenant Liaison stipend, Community Liaison stipend	<b>\$XXXXXXXX</b>



ITEMIZED EXPENDITURES	SOURCE	AMOUNT
Artistic Personnel	[Funder]	[\$ amount]
Administrative Personnel		
Program Coordinator (new hire)	Art, Culture + Tourism via Artplace America	\$XXXXXX
Supplies & Materials	[Funder]	[\$ amount]
Space Rental	[Funder]	[\$ amount]
Travel + Subsistence	[Funder]	[\$ amount]
Advertising + Promotion	[Funder]	[\$ amount]
Other	[Funder]	[\$ amount]
<b>TOTAL DIRECT EXPENDITURES</b>		<b>[\$ amount]</b>





## PROJECT SUMMARY:

### Description:

The *Illuminating Trinity* project is funded by ArtPlace America and led in collaboration with RI LISC. The project has three main components: support capacity building at Southside Cultural Center of Rhode Island; engage a RISD-led design-based interventions in the public realm and Southside Cultural Center of Rhode Island, and host the Community Innovation Lab, funded by the Kresge Foundation and facilitated by EmcArts to improve safety concerns in the area.

The Department of Art, Culture + Tourism has been in active partnership with the Southside Cultural Center of Rhode Island since July 2015 when the grant was awarded. The grant year for this project is July 1 2015 through December 31 2016, with potential grant extension through March 31 2017 (to be determined on December 16 2016).

This MOU reflects goals outlined in AC+T Grant Funded Community Partners Request for Funds application completed in part by AC+T on 6 day of the 12-month of 2016 and by SCCRI on 13 day of the 12-month of 2016.

WHEREAS The Department of Art Culture + Tourism has hired staff to support capacity building at Southside Cultural Center of Rhode Island through technical assistance, operational support and,

WHEREAS these staff persons collected data to analyze SCCRI's capacity base line through interviews with members of each active body in the building in the fall of 2015 and,

WHEREAS technical assistance and operational support has been developed and implemented in accordance with multiple active bodies in the building including board, staff, and partner tenant organizations of the SCCRI and,

WHEREAS ArtPlace America grant period is coming to an end and technical assistance and operational support from the Art Culture + Tourism department will be transitioned to SCCRI staff through training and provision of support materials and,

WHEREAS the SCCRI is undertaking a hiring process to hire a Program Manager and

WHEREAS the Department of Art Culture + Tourism and SCCRI share mutual interest in the long term sustainability of the Southside Cultural Center of Rhode Island and its role as a cultural hub in the Trinity Square neighborhood.

## PARTIES' PROMISES AND OBLIGATIONS

### SCCRI agrees to:

- a. Continue to maintain and innovate operational systems developed through technical assistance from AC+T in order to support the growth and sustainability of SCCRI.
- b. Utilize \$17,500 of total allotted funds towards the hire of new Program Manager personnel.
- c. Utilize remaining funds in accordance with and as outlined in the completed AC+T Grant Funded Community Partner Request for Funds application.
- d. Submit to AC+T a Program Manager job posting and evidence of its posting to wide array of entities.
- e. Submit to AC+T a written memo articulating plan for hire, HR policy documentation, and New Hire Orientation Plan.
- f. Provide AC+T a list of board members and term limits.
- g. Submit written memo articulating clearly defined process for SCCRI board elections and decision making.
- h. Develop and submit written and up to date memorandums of understanding between SCCRI and each partner tenant organization thereof.
- i. Submit to AC+T an updated organizational chart which reflects new hires as well as changes operational model, programming, and strategic plan.
- j. Complete final project report and budget expenditures.

### The City agrees to:

- a. Pay SCCRI \$25,000.00 in total compensation for the activities mentioned above.
- b. Oversee the Artplace America project, including reporting and fulfillment requirements to funder.
- c. Continue to provide regular technical assistance in-kind to SCCRI via Special Projects Manager, Cultural Affairs Manager, and intern(s) until project close.
- d. Support the transition of SCCRI Community Liaison (RIBS) and SCCRI Partner Tenant Liaison (RILA) to new staff.
- e. Train new hires on policies, procedures, and operations as needed until project close.
- f. Provide SCCRI a final portfolio of technical assistance completed, including all templates, standardized work, forms, policies and procedures upon project close.



Photo: City of Providence

# PUBLIC / PRIVATE PARTNERSHIPS



Photo: City of Providence

# CO-PRODUCTION = COMPLEX CONTRACTS

RFP + Bid + Basic Contract +  
Miscellaneous Annoying Lawyer Stuff

- Multi-parties
- May deal with complicated reimbursement schemes or fiscal agency arrangements
- Benchmarking and penalty provisions
- Contingencies (plans B, C, and D)



# HOW TO MAKE A SLOPPY JOE

WHEREAS, the City will enter into a two-year agreement to execute ~~a project known as~~ “PVDFest” and will revisit the budget and scope after July 1, 2017; and;

WHEREAS, the Parties seek to create an operational framework related to work-flow as well as the use and allocation of funds made available for PVDFest; and

WHEREAS, ~~the City has engaged~~ SLOPPY JOES ~~is~~ is ~~a nonprofit arts organization,~~ as the lead cultural partner for PVDFest with four principal roles:

- (1) Providing artistic vision and programming expertise and coordinating education and outreach activities aimed at broadening and deepening community engagement around the public events as part of PVDFest;
- (2) Curation and programming of the area in and around Greater Kennedy Plaza;
- (3) Engaging and educating the community related to PVDFest programming occurring in and around Greater Kennedy Plaza; and
- (4) Acting as fiscal agent for PVDFest, receiving and distributing funds as outlined in the budget addendum attached as Appendix A.

~~WHEREAS, the Parties seek to create an operational framework related to work-flow as well as the use and allocation of funds made available for PVDFest;~~

NOW, THEREFORE, the Parties agree as follows:

# SPEND TIME ON THE PRINCIPLES

WHEREAS, the City, in collaboration with Founding Partner, **SLOPPY JOES**, will execute a project known as “PVDFest,” and

WHEREAS, both parties embrace the values of partnership, artistic excellence, and community engagement; and

WHEREAS, the City will support **SLOPPY JOES** in fulfilling its mission and growing its capacity, publicly acknowledging **SLOPPY JOES**’ contributions to the Festival; and

WHEREAS, funding for PVDFest shall consist of funds from the City, along with in-kind support and/or donated services from the City and additional grants, corporate and sponsorship dollars raised collaboratively between **SLOPPY JOES** and the City; and

WHEREAS, PVDFest seeks to transform the downtown festival footprint into a vibrant, flourishing, and dynamic event venue; and

WHEREAS, the parties aspire to have PVDFest become an annual event to promote awareness of the City of Providence as a premiere cultural destination, and

WHEREAS, PVDFest 2017 shall consist of public activities to occur in and around Greater Kennedy Plaza and Washington Street from June 1, 2017 through June 4, 2017; and

WHEREAS, PVDFest will culminate publicly with a center-piece event on June 3, 2017, featuring local, regional and international artists in a primarily free, outdoor event with engagement activities aimed at drawing enthusiastic audiences to Downtown Providence; and

# HOW TO MAKE A SLOPPY JOE



WHEREAS, the City will enter into a two-year agreement to execute PVDFest and will revisit the budget and scope after July 1, 2017; and



WHEREAS, the Parties seek to create an operational framework related to work-flow as well as the use and allocation of funds made available for PVDFest; and

WHEREAS, **SLOPPY JOES** is the lead cultural partner for PVDFest with four principal roles:

(1) Providing artistic vision and programming expertise and coordinating education and outreach activities aimed at broadening and deepening community engagement around the public events as part of PVDFest;

(2) Curation and programming of the area in and around Greater Kennedy Plaza;

(3) Engaging and educating the community related to PVDFest programming occurring in and around Greater Kennedy Plaza; and



(4) Acting as fiscal agent for PVDFest, receiving and distributing funds as outlined in the budget addendum attached as Appendix A.



# AGREEING ON THE BUDGET

- B. The Parties have been engaged in developing a project budget, which incorporates existing grant funding sources and anticipates the achievement of certain fundraising goals. Depending upon the magnitude and timing of the grant funds and donations, the project budget is subject to adjustment. This Agreement is designed in part to bring some clarity to the budgetary process.

As of the date of execution, the total 2017 PVDFest project budget is set at **Write Out Dollar Amount (\$XXX,000)** as outlined in Appendix A. Provided the Parties are successful in raising additional funds for the project, both Parties agree to review and change the scope of the PVDFest budget as needed.

# BUDGET SCENARIOS

A	B	C	D	E	F	G	H
<b>PVD Fest 16: Projected Budget--Multiple Scenario</b>				<b>DRAFT</b>	<b>SLOPPY JOES 12/22/2015</b>		
Scenario A: Serves as Baseline budget- assumes programs reduced by 1/3 over 2015 & Wash St Closed							
Scenario B: assumes same +incremental increase in Programming.;							
Scenario C: assumes same footprint as 2015; This scenario comes closest to programimng scale of 2015							
Scenario D: assumes same as Scenario C + ticketed venue on Fri.							
<b>Festival Revenue (projected)</b>	<b>Scenario A</b>	<b>Scenario B</b>	<b>Scenario C</b>	<b>Scenario D</b>			
<b>Sponsorship Income</b>	<b>Project Total</b>	<b>Project Total</b>	<b>Project Total</b>	<b>Project Total</b>			
<b>Summary</b>							
Project Budget	\$ 508,850	\$ 570,750	\$ 631,950	\$ 695,400			
Projected Income	\$512,000	\$573,000	\$636,500	\$700,000			
<b>Difference</b>	<b>\$3,150</b>	<b>\$2,250</b>	<b>\$4,550</b>	<b>\$4,600</b>			

# AGREEING ON THE BUDGET

- C. The City will provide \$50,000 from ACT's FY 2017 budget. The goal is that the balance of payments made by the City to **SLOPPY JOES** come not from City operating funds, but rather entirely from grants and money raised through fundraising efforts. Should there be a shortfall, if General Fund monies are to be utilized, formal approval from the Board of Contract & Supply will be required and the City agrees that **SLOPPY JOES** will not be responsible for paying any bills beyond what the revenue provided to them will cover. With the exception of the project management fee, all of the total anticipated payments and revenues to **SLOPPY JOES** of **Write Out Dollar Amount (\$XXX,000)** as detailed on Appendix A, are program, production, fundraising, and marketing grants and sponsorships. The remainder of **Write Out Dollar Amount (\$XXX,000)** is a management fee paid in consideration for **SLOPPY JOES'** services, costs incurred, and program and production responsibilities outlined herein. Should fundraising efforts be falling short of Appendix A, the Parties agree to re-visit the budget in good faith, provided that **SLOPPY JOES'** project management fee shall not be reduced. However, **SLOPPY JOES** agrees to raise the additional funds required for its operational services as outlined in paragraph D below.
- D. **SLOPPY JOES'** will seek to raise an additional **\$XX,000** to cover its operational costs. The Parties agree that any additional funds raised through sponsorships will be used for the sole purpose of increasing programming and associated production budget requirements for PVDFest. This Agreement is not intended to capture any of **SLOPPY JOES'** regular General Operating Support and program sponsors. Should an existing **SLOPPY JOES** sponsor elect to increase support to **SLOPPY JOES** on behalf of PVDFest, **SLOPPY JOES** will first apply the funds to **SLOPPY JOES** operational support, with any additional funds flowing to PVDFest.

# SHARED RESPONSIBILITIES

E. In partnership, the City and **SLOPPY JOES** shall be responsible for:

1. Providing curatorial and program direction for the Festival;
2. In accordance with the PVDFest branding, providing strategic support to the Marketing and Public Relations campaign for the Festival in partnership with other collaborators;
3. Working to raise additional funds through sponsorship, corporate and foundation sources, which may be applied to increase **SLOPPY JOES** or the City's scope of project activities; overseeing and managing the campaign, including all collateral, media placements and production, in collaboration with other creative partners;
4. Coordinating sponsorship and identifying targets for solicitation;
5. Determining any PVDFest footprint changes or stage additions should funds become available for additional sites;
6. Coordinating scheduling for the Greater Kennedy Plaza area lineup of artists;
7. Managing festival documentation and evaluation of PVDFest;
8. For 2017, jointly determine Alex and Ani Center programming.

# DEFINE ROLES & RESPONSIBILITIES

F. **SLOPPY JOES** shall be responsible for:

1. Acting as fiscal agent for PVDFest, accounting for a total of **Write Out Dollar Amount (\$XXX,000)** in total project funds that are estimated will pass through **SLOPPY JOES'** account;
2. Obtaining an event-specific insurance policy in the amount of at least five million dollars (\$5,000,000) for the Festival, which policy shall cover all the City and **SLOPPY JOES** venues;
3. Selecting, negotiating and contracting with artists and/or performers engaged for the **SLOPPY JOES'** stages located in and around Kennedy Plaza. **SLOPPY JOES** agrees to contract independently with the artists/performers engaged for these Festival stages, which contracts shall be consistent with and not contrary to this Agreement;
4. Managing and coordinating all related artist accommodations, including technical support, hospitality, and travel arrangements for all performers contracted through **SLOPPY JOES** for in and around Kennedy Plaza;
5. Managing and coordinating Festival production and tech budget (not to exceed Production line noted in the addendum budget) expenditures (inclusive of production staff) as per baseline budget for Greater Kennedy Plaza stages and spectacles staged within the Festival footprint with the exception of Washington Street, City Hall, and City Hall stage/steps;
6. Managing and coordinating all related vendor agreements, including pre-event estimates, site coordination, artists' rider fulfillment and all vendor payments related to Kennedy Plaza performances;
7. Coordinating education and outreach activities aimed at broadening and deepening community engagement around the public events as part of PVDFest;
8. Reporting at a minimum on a biweekly basis to assure that the joint decision-making is aligning with the strategic vision of the project, with an understanding that as PVDFest approaches the frequency of check-ins will increase;
9. Attending regular steering committee and collaborator meetings with PVDFest partners; and
10. Working to develop strategy and vision for PVDFest future.

G. The City shall be responsible for:

1. Providing **\$XX,XXX** in funding to **SLOPPY JOES** for PVDFest before June 30, 2017.
2. Raising additional funding, in-kind support and/or donated services;
3. Overall management of PVDFest, including but not limited to coordinating with other project partners and vendors;
4. Securing **SLOPPY JOES'** approval of contract language for contracts between the City and any third parties to which **SLOPPY JOES** will be making payments in its role as iscal agent.
5. Coordinating with all city and state agencies to secure the required approvals, permits, and licenses;
6. Working in collaboration with **SLOPPY JOES** to raise additional funds through sponsorship, corporate and foundation sources which may be applied to increase the scope of the project;
7. Creating and managing the PVDFest website;
8. Managing and coordinating PVDFest production & tech budget as pertains to Washington Street, City Hall, and City Hall stage/steps (not to exceed Production line noted in the addendum budget) expenditures (inclusive of production staff) as per baseline budget;
9. Creating branding and design guidelines to inform **SLOPPY JOES'** oversight of production of collateral materials for PVDFest.

H: Notwithstanding the foregoing, the parties will discuss allocations and responsibilities regarding the Alex and Ani Center for PVDFest 2018.

# DISTRIBUTION OF FUNDING

## II. DISTRIBUTION OF FUNDING

- A. The Parties have negotiated a budget for PVDFest. The budget includes a baseline and is Appendix A to this agreement.

Operational framework and budgetary commitments will be reviewed and adjusted as needed. This budget may be adjusted upward or downward by mutual agreement based on available funds.

- B. From third-party sources (grants and fundraising), the City shall pay **SLOPPY JOES** for its contracted services and responsibilities in relationship to the initial baseline budget. If General Funds are required to supplement any shortfall, a formal approval process through the Board of Contract & Supply will be necessary. Any increases or decreases in budget and/or project scale will include amending the payment schedule to reflect changes accordingly.

The payment schedule for PVDFest 2017 from the City to **SLOPPY JOES** based on government and other grants (exclusive of sponsorship and earned revenue that will come to **SLOPPY JOES** directly), based on Appendix A, is as follows:

Payment #1: \$XX,XX by December 15, 2016

Payment #2: \$XXX,XXX by January 5, 2017

Payment #3: \$XX,XXX by May 1, 2017.

If general funds of the City are to be used, the Payment schedule for PVDFest 2018 is subject to appropriation by the Providence City Council and must be reviewed after PVDFest 2017.

- C. Under no circumstances will **SLOPPY JOES** be required to advance its own funds on behalf of the City or PVDFest, nor shall **SLOPPY JOES** be obligated to enter into contracts or act as fiscal agent for contracts totaling more than the amount budgeted for such purposes pursuant to Section II.A above.

The financial books on PVDFest 2017 shall close on August 30, 2017. Receipts which have not been submitted for reimbursement prior to that date will not be honored.

## IMPORTANT TO NOTE:

- You will need a lawyer



## WHAT ARE OTHER INSTRUMENTS?

- Memorandum of Understanding
- Memorandum of Agreement
- Indemnification Agreements
- Releases
- Terms of Engagement letters
- Services Agreements
- Promissory notes



Photo: Adrienne Southgate

Don't get cute.



# SITE USE | PERMISSION LETTER

DATE: \_\_\_\_\_

City of Providence  
Department of Art Culture + Tourism  
444 Westminister Street  
Providence, RI 02903

Re: [Name and Property Address of Business]

I, **[Owners Name]**, hereby grant permission for the City of Providence Department of Art Culture + Tourism and their partner, \_\_\_\_\_ to use my property located at *[Address of Property]* for a *[Mural/Tape Art Project/ Event etc. details]* as of *[Various in June]*. By *[End Date]* the property at *[Address of Property]* will be brought back to prior condition.

If you have any questions regarding this correspondence, please feel free to contact:

**CONTACT INFORMATION**

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Date

# An Eclipse of Moths

Mid-Ocean Studio







Photo: City of Providence



Photo: City of Providence

# TERMINATION

## Termination

This Agreement may terminate upon the occurrence of any of the following events:

- I. the death, incapacity, or prolonged disability of the Artist;
- II. the failure of the Artist to perform his duties satisfactorily in the reasonable opinion of the City; provided, however, the City shall deliver to the Artist written notice of such non-performance thirty (30) business days prior to the date of termination, during which time the Artist may attempt to cure such deficient performance; or
- III. upon thirty (30) calendar days prior written notice by either party.

# TERMINATION OF AGREEMENT

## Article 11

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party **thirty (30) days** to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

CITY may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Grantee. The above mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Grantee in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Grantee under this Agreement, shall be assigned as described herein in Article 17. Notwithstanding the above, the Grantee shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Grantee; and RIDE may withhold payment to the Grantee for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Grantee is determined. Notice of the effective date of termination will include the reports that must be completed.

In the event of termination by either party, final payment by RIDE to the Grantee for work and services provided by the Grantee under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed.



# The Bottlestop Needs a Home

- ✓ In the public realm
- ✓ Along the R-Line  
(preferably on Broad Street)
- ✓ In close proximity to community stewards



# CLOSING THE DEAL

- How is the contract going to be signed?
- There needs to be agreement
- Counterparts – often as long as you have your name on a page is acceptable, docu-sign
- Appendices can be problematic – make sure each copy of contract complete (number everything! 1 of 20, 2 of 20, etc.)



Photo: City of Providence

# CONTACT US



Photo: City of Providence

Stephanie Fortunato  
Director Art Culture +Tourism  
[sfortunato@providenceri.gov](mailto:sfortunato@providenceri.gov)

401.680.5456

Adrienne Southgate  
Deputy City Solicitor  
[asouthgate@providenceri.gov](mailto:asouthgate@providenceri.gov)

401.680.5331

# Questions?

Please direct your question to a specific panelist.  
Type your question in the chat box.

For example:

This question is for Adrienne, How long should I make the contract terms?

# And that's a wrap!

Thank you for attending the How to do Creative Placemaking Webinar series!

Webinar recordings and archived slide decks can be found at:  
[www.lisc.org/our-events/events/how-to-do-creative-placemaking](http://www.lisc.org/our-events/events/how-to-do-creative-placemaking)