RESOLUTION NO. 350

A RESOLUTION TO APPROVE A CONTRACT WITH CHESTERFIELD ARTS, INC. FOR PUBLIC ART AND ART SERVICES

WHEREAS, the City wishes to enter into a contract with Chesterfield Arts, Inc. for public art and art services, and;

WHEREAS, the City Council has budgeted certain monies for public art and art services, and;

WHEREAS, the City Council has determined that it is in best interest of the City and its citizens that Chesterfield Arts, Inc. be engaged to provide public art and art services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

1. That the City of Chesterfield hereby agrees to contract with Chesterfield Arts, Inc. for public art and art services, as detailed in the attached contract; and

2. That the City Administrator shall be authorized to execute said contract, and

3. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this 2nd day of February, 2009

Mayor

ATTEST:

City Clerk

ARTS CONTRACT BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI AND CHESTERFIELD ARTS, INC.

This Arts Contract ("Contract"), made and entered into on this 3rd day of February, 2009, by and between the City of Chesterfield (hereinafter referred to as "City") and the Chesterfield Arts, Inc., a Missouri Not-for-Profit Corporation (hereinafter referred to as "CAI").

The City, by and through its City Council, enters into this agreement with CAI for the purpose of providing quality and diverse programming of the visual and performing arts; to promote public art; and to provide arts education in the City of Chesterfield, Missouri and related events under the terms and conditions described herein.

NOW THEREFORE in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

Section 1. **Scope of Services**.

CAI shall perform the following services that shall be available to all the residents of the City during 2009:

A. Visual Arts. CAI will promote the visual arts through exhibitions at the CAI gallery facility and as a community outreach program at the Sachs Branch Library. Exhibitions include partner programs with various area schools. (approx. 12 total exhibitions/yr)

B. Educational programs. CAI will host an array of educational classes, workshops and programs throughout the year for children and adults, including a new writers program and specialized programs for scouts (new).

C. Performing Arts. CAI will present a wide range of free and charged admission performances at its partner venues throughout the community including:

Art's Alive: A series of four (4) family friendly performances featuring multicultural theater and dance presentations at various Chesterfield venues, including and not limited to Logan College and others as they apply.

Cabaret Series: CAI will coordinate a series of Cabaret performances in the gallery.

D. Community Events. CAI will plan, coordinate and develop art programs and art components for various Community Events as set out below:

Chesterfield Mall: CAI will partner on various events with the mall as opportunities arise.

City's Tree, Earth & Arbor Day Event: CAI will provide interactive art activity (April).

Studio Nights Live (new): this free community event will be held in the spring and fall. Event replaces Art in the Park and will highlight creative hands-on experiences for children, families and adults all at Chesterfield Arts.

Chesterfield Writers Guild (new): CA will host a variety of events for established and emerging writers in the West County region including monthly literature and poetry readings through River Valley Readings, special events and literary based activities.

Make your Mark: An annual community art event featuring a public art component for display in the community (e.g., Metro Bus painting, sculptures, etc.)

E. Public Art. CAI will serve as Resource/Liaison to the City and businesses in the community in the selection and placement of public art as outlined in the Arts Master Plan.

Section 2. Payment

The City shall pay CAI Seventy Five Thousand Dollars ($ 75,000.00) for services described in Section 1 above. Invoices will be sent by Chesterfield Arts and payments will be made to CAI in the amount of $18,750 per quarter (January, April, July, and October).

Section 3. Fees For Admission.

CAI will not charge admission fees, entrance fees or other charges for admission to the events outlined in Sections 1 – A, B, and D. CAI may charge reasonable fees for educational classes, workshops and programs and may, at times, close its gallery space for private fundraising events.

Section 4. No Discrimination In Use or Facilities.

CAI, for itself, successors in interest and assigns, as a part of the consideration hereof, agrees that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use and enjoyment of services described in Section 1 above.

Section 5. Representations and Warranties.

In order to induce City to enter into this contract, CAI makes the following representations and warranties:

CAI is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; CAI has all necessary power and authority to

own and transfer its property and to transact the business in which it is engaged; CAI has full power and authority to enter into this contract, to execute and deliver the documents required of CAI herein, and to perform these obligations hereunder.

Section 6. Term.

This Contract shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2009 unless sooner terminated by the parties.

Section 7. Legal Relations

No employee, volunteer, board member or officer of CAI shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or CAI by reason of entering into this Contract and Working Agreement except as expressly provided herein.

Section 8. Notice

All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to CAI:
Stacey Morse, Executive Director
444 Chesterfield Center
Chesterfield, MO 63017

With a copy to:
Michael Doster
Attorney at Law
17107 Chesterfield Airport Road
Chesterfield, MO 63005

If to City:
Michael G. Herring, City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

With a copy to:
Robert M. Heggie
Attorney at Law
222 S. Central Ave., Suite 501
St. Louis, Missouri 63105

Any notice give by registered or certified mail or by overnight delivery service shall be deemed to have given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice

delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

Section 9. **Entire Agreement**.

This Contract contains the entire agreement between CAI and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the sale contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by CAI and City.

Section 10. **Remedies cumulative**.

All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one of such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

Section 11. **Partial invalidity**.

If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date of first above written.

Chesterfield Arts, Inc. (CAI)

By: _____
STACEY MORSE
Its "authorized representative"

City of Chesterfield, Missouri
A Third-Class City Organized
Under the laws of Missouri

By: _____
MICHAEL G. HERRING
Its City Administrator