RESOLUTION NO. 379

A RESOLUTION TO APPROVE A CONTRACT WITH STAGES ST. LOUIS FOR PERFORMING ARTS

WHEREAS, the City wishes to enter into a contract with Stages St. Louis for performance art and performance art education and services, and;

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

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens that Stages St. Louis be engaged to provide performance art and performance art education and 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 Stages St. Louis for performance art and performance art education and services, as detailed in the attached contract; and

2. That the City Administrator shall be authorized to execute said contract in a form similar to that attached as Exhibit A, and

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

Passed and approved this 3rd day of January, 2011.

Barry Flachsbart, Acting-Mayor

ATTEST:

Judith A. Naggiar, City Clerk

Exhibit A

ARTS CONTRACT BETWEEN THE CITY OF CHESTERFIELD, MISSOURI AND STAGES ST. LOUIS

This Arts Contract ("Contract") made and entered into on this _____ day of January, 2011, by and between the City of Chesterfield (hereinafter referred to as "City") and STAGES ST. LOUIS, a Missouri Not-for-Profit Corporation (hereinafter referred to as "STAGES").

The City, by and through its City Council, enters into this agreement with STAGES for the purpose of providing quality and diverse programming of the performing arts; to promote performing arts; and to provide performing 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.

STAGES shall perform the following services that shall be available to all the residents of the City during 2011:

A. Performing Arts. STAGES will promote the performing arts through approximately 120 performances at the Robert Reim Theatre in Kirkwood. Additional performances will be presented throughout the St. Louis region, including the City of Chesterfield, by TeamSTAGES, a touring troupe of the area's most talented teens presenting authentic a cappella musical reviews.

B. Educational Programs. At its Performing Arts Academy in the City of Chesterfield, STAGES will offer performing arts classes for all ages during its spring, summer and fall 2011 sessions. In addition to the core classes of voice, dance and drama, the curriculum will include Access the Arts programs for children with special needs, the free interactive storytelling series Stories at STAGES and the pre-teen party Club STAGES. Scouting Workshops at STAGES provide opportunities for hundreds of Girl and Boy Scouts to earn their performing arts badges each year. Participants in these programs must have reservations, as space is limited.

C. Community Events. STAGES will present performing arts and educational components for various City of Chesterfield community events during 2011 including activities to be held at Chesterfield Mall and Faust Park. STAGES will partner with Chesterfield Arts, Inc. to enhance the arts in Chesterfield.

D. Public Art. STAGES will serve as Resource/Liaison to the City and businesses in the community in the area of performing arts and will assist in the City's Master Arts Plan. A representative of STAGES will be able to assist the City of Chesterfield's Art Commission as needed.

Section 2. **Payment**

The City shall pay STAGES Seventy Five Thousand Dollars ($ 75,000.00) for services described in Section 1 above.

Section 3. **Fees For Admission.**

STAGES will not charge admission fees, entrance fees or other charges for certain activities identified in 1B as "free' or some of the activities outlined in Sections 1: C. STAGES may charge reasonable fees for performances and educational programs.

Section 4. **No Discrimination In Use or Facilities.**

STAGES, 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, STAGES makes the following representations and warranties:

STAGES is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; STAGES has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; STAGES has full power and authority to enter into this contract, to execute and deliver the documents required of STAGES 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, 2011 unless sooner terminated by the parties.

Section 7. **Legal Relations**

No employee, volunteer, board member or officer of STAGES shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or STAGES by reason of entering into this Contract 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 STAGES:
Jack Lane
Executive Producer
STAGES ST. LOUIS
444 Chesterfield Center
Chesterfield, Missouri 63017

With a copy to:
Michael Gibbons
Stinson, Morrison Hecker, LLP
100 South Fourth Street, Ste.700
St. Louis, Missouri 63102

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

With a copy to:
Robert M. Heggie
Attorney at Law
Stewart, Mittleman, Heggie & Henry, L.L.C.
222 S. Central Ave., Suite 501
St. Louis, Missouri 63105

Any notice given by registered or certified mail or by overnight delivery service shall be deemed to have been 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 STAGES and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the agreement contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by STAGES 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 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.

STAGES ST. LOUIS

By: _____
JACK LANE
Its "authorized representative"

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

By: _____
MICHAEL G. HERRING
Its City Administrator