

RESOLUTION NO. 405

A RESOLUTION TO APPROVE CONTRACTS WITH
CHESTERFIELD ARTS, STAGES ST. LOUIS AND THE ST. LOUIS CIVIC
ORCHESTRA FOR PUBLIC ART AND PERFORMING ART SERVICES

WHEREAS, the City wishes to enter into a contract with Chesterfield Arts, Inc.; Stages St. Louis and the St. Louis Civic Orchestra for public art and performing art services, and;

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

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens that these cultural agencies be engaged to provide public art and performing art services to benefit the residents of Chesterfield.

NOW, THEREFORE, BE IT RESOLVED 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; Stages St. Louis and the St. Louis Civic Orchestra for public art and performing art services, as detailed in the attached contracts; and
2. That the City Administrator shall be authorized to execute said contract in a form similar to that attached as Exhibits A, B and C; and
3. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this 22ND day of JANUARY, 2014.

Bob Nation
Bob Nation, Mayor

ATTEST:

Vickie Hass
Vickie Hass, City Clerk

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

This Arts Contract ("Contract"), made and entered into on this ____ day of January, 2014, 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 2014:

A. Visual Arts. CAI will promote the visual arts through exhibitions at the CAI gallery facility and as a community outreach program at venues including 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 literary competitions and specialized programs for community groups. Included are customized classes for children and adults with special needs, including Down Syndrome and Autism.

C. Performing Arts. CAI will present a range of free and charged admission performances at its partner venues throughout the community including a series of family friendly performances featuring multicultural theater and dance at various Chesterfield venues, including and not limited to Logan College, Bonhomme Church, City Amphitheater and others as they apply.

D. Outreach & Events. Chesterfield Arts provides community engagement programs, events and activities for partner organizations in the region as part of our outreach, networking, volunteer and audience building efforts. In addition, CAI will help promote community events with partner organizations via social media and eNews as applicable.

Community events and presentations: CAI will offer opportunities for community groups to utilize the gallery space for special events, exhibitions, and literary programs.

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

Community Art Activities: CA will design and facilitate free art activities for children at various community events in Chesterfield including events hosted by the City of Chesterfield and Chamber of Commerce concerts and others as opportunities arise:

- **City Earth Day Celebration: April 26, 2014**
Free art activities for kids and families at the annual celebration hosted at Parkway Central.
- **City Amphitheater: (3) movie nights May & June 2014**
Free art activities for City Summer Movie Nights.
- **Pool Day Art Activity:** Anytime during the month of **June**, preferably during the week at lunchtime. Offer art activities for one hour, one or two times during the month.
- **City of Chesterfield "Forks & Corks" event: September 13, 2014**
Coordinate approximately 20 artists for the artist village and artist demonstrations in the Chesterfield Arts Booth.
- **Chesterfield Valley Athletic Complex:** Art activities for the whole family and children attending various sporting events as appropriate, specifically the Ascension School Tournament August 16 – 23, 2014.
- **LOAP And Senior Sizzler Programs for Older Adults: September – December 2014** Coordinate art activities, artist talks and demonstrations at Chesterfield Arts and/or offsite for various group events.
- **Chamber of Commerce Concerts in the Park: June - August**
Providing free art activities for Chamber Summer Concert series.

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 One Hundred Thousand Dollars (\$100,000.00) 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 \$25,000 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, 2014 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
 16090 Swingley Ridge Road, Suite 620
 Chesterfield, MO 63017

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)

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

By:

STACEY MORSE
Its "authorized representative"

By:



MICHAEL G. HERRING
Its City Administrator

**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, 2014, 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 2014:

- A. Performing Arts. STAGES will promote the performing arts through approximately 120 performances at the Robert Reim Theatre in Kirkwood and 12 performances at the Skip Viragh Center for the Arts at Chaminade College Preparatory School in Frontenac. 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 revues, and by Triple Threats, STAGES Performing Arts Academy's Advanced Musical Theatre Performance Group.

- 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 2014 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, and the free interactive storytelling series Stories at 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 2014 including activities such as Forks & Corks, Storytime with Stages in the Park, performances prior to concerts or movies and others 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, 2014 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
 7700 Forsyth, Ste 1000
 St. Louis, Missouri 63105

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

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

By:

JACK LANE
Its "authorized representative"

By:



MICHAEL G. HERRING
Its City Administrator

Exhibit C

**PERFORMING ARTS CONTRACT BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI AND ST. LOUIS CIVIC ORCHESTRA**

This Arts Contract ("Contract") made and entered into on this ____ day of January, 2014, by and between the City of Chesterfield (hereinafter referred to as "City") and the St. Louis Civic Orchestra, a Missouri Not-for-Profit Corporation (hereinafter referred to as "SLCO").

The City, by and through its City Council, enters into this agreement with SLCO 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.

SLCO shall perform the following services that shall be available to all the residents of the City during 2014:

- A. **Performing Arts.** SLCO will promote the performing arts through approximately 4 performances each year at the William D. Purser Center at the Logan College of Chiropractic in Chesterfield and 1 performance each year at the Chesterfield Amphitheater. SLCO may modify the location of its performances from time to time based on factors pertaining to appropriateness of venues, such as cost, schedule availability and audience development. SLCO will work to participate in additional community performances as arranged with City Staff.
- B. **Educational Programs.** SLCO currently sponsors the Florence Frager Young Artist Competition, which recognizes local high school performers who demonstrate excellence in music performance and intends to continue to recognize outstanding young musicians in its programming schedule. SLCO will consult with City about opportunities for future educational components of its operations.
- C. **Community Events.** In addition to the Chesterfield Amphitheater concert referred to in Section 1.A. above, SLCO will consult with City to determine other opportunities for performance within the scope of its operational capabilities. SLCO will consult with other arts organizations funded by City, such as Chesterfield Arts and Stages, to identify prospects for future collaborations among arts organizations.
- D. **Public Art.** SLCO 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 SLCO will be able to assist the City of Chesterfield's public art & performing arts efforts as needed.

Section 2. Payment

The City shall pay SLCO Twenty Five Thousand Dollars (\$25,000.00) for services described in Section 1 above.

Section 3. Fees For Admission.

SLCO will not charge admission fees for its annual performance at Chesterfield Amphitheatre. However, SLCO may charge reasonable fees for its other community performances and activities.

Section 4. No Discrimination In Use or Facilities.

SLCO 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, SLCO makes the following representations and warranties:

SLCO is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; SLCO has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; SLCO has full power and authority to enter into this contract, to execute and deliver the documents required of SLCO 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, 2014 unless sooner terminated by the parties.

Section 7. Legal Relations

No employee, volunteer, board member or officer of SLCO shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or SLCO 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 SLCO: Larry Levin, President
St. Louis Civic Orchestra
P.O. Box 410053
St. Louis, MO 63141

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 SLCO 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 SLCO 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.

St. Louis Civic Orchestra

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

By:

LARRY LEVIN
Its President

By:



MICHAEL G. HERRING
Its City Administrator