

RESOLUTION NO. 420

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

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

WHEREAS, the City Council has budgeted certain monies for these 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 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 Stages St. Louis and the St. Louis Civic Orchestra for 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 as attached Exhibits A & B; and
3. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this 21<sup>ST</sup> day of March 2016.

Bob Nation  
Bob Nation, Mayor

ATTEST:

Vickie Hass  
Vickie Hass, City Clerk

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

This Arts Contract ("Contract") made and entered into on this \_\_\_\_\_ day of March 2016, 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 2016:

- A. **Performing Arts.** STAGES promotes the performing arts through three mainstage productions at the Robert G. Reim Theatre in Kirkwood, an annual Theatre for Young Audiences (TYA) production at the Playhouse at Westport Plaza in Maryland Heights, and five STAGES Performing Arts Academy productions at the Kent Center for Theatre Arts in Chesterfield.

Additional performances throughout the St. Louis region (including the City of Chesterfield) will be presented by Triple Threats and Triple Threats Teens, two Advanced Musical Theatre Performance Groups led by the STAGES Performing Arts Academy. Dependent upon group availability.

STAGES will offer Chesterfield residents a 25% discount for "preview performances" of each of its three annual Mainstage productions at the Robert G. Reim Theatre in Kirkwood.

- 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 2016 sessions. Curriculum will include core classes in the areas of voice, dance, and drama.

The Academy also offers both Access the Arts (performing arts education for students with physical, developmental, or cognitive delays) and Urban Arts Initiative (performing arts education for schools where arts funding has been drastically cut or gotten rid of altogether). Additionally, the Academy hosts the Stories@STAGES program (free interactive reading and performance and

dramatic play activities for preschool or early elementary aged children) and Scouting Workshops (opportunities for hundreds of Girl and Boy Scouts to earn their performing arts badges).

STAGES will offer Chesterfield Residents a 10% discount on all Academy classes and summer camps (not including private lessons).

Any student from the St. Louis region that can demonstrate financial need is eligible for a STAGES Performing Arts Academy scholarship. These scholarships will also extend to Chesterfield area students who can demonstrate financial need.

- C. Community Events. STAGES will present performing arts and/or educational components for various City of Chesterfield community events in 2016. Dependent upon availability.

The STAGES Performing Arts Academy will present *James and the Giant Peach JR.* at the Chesterfield Amphitheater on June 30, 2016. The production will feature members of the Academy's performance group, Triple Threats.

STAGES will host a Live Art Workshop at either the Chesterfield Amphitheater or City Hall in Fall 2016 or Spring 2017. Dependent upon availability after receiving dates.

STAGES will host a table at a Chesterfield Amphitheater summer concert promoting the STAGES Season and Performing Arts Academy. Dependent upon availability after receiving dates.

- D. Public Art. STAGES will serve as Resource/Liaison to the City of Chesterfield and businesses in the community regarding the performing arts and will assist in the City's Master Arts Plan. A representative of STAGES will be able to assist the City as needed.
- E. Recognition. STAGES will install/display a physical recognition for the City of Chesterfield in the lobby of the Kent Center for Theatre Arts.

STAGES will include the City of Chesterfield name on the "Support Us" section of its company website. STAGES will also include the City of Chesterfield name on STAGES Performing Arts Academy email blasts.

Beginning in 2017, STAGES will provide the City of Chesterfield with a complimentary full page Season program ad (\$1,500) and a complimentary half page Applause Gala ad (\$250).

**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, 2016 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  
                             1023 Chesterfield Parkway East  
                             Chesterfield, Missouri 63017

With a copy to:        Michael Gibbons  
                             Stinson, Morrison Hecker, LLP  
                             7700 Forsyth, Ste 1000  
                             St. Louis, Missouri 63105

If to City:             City Administrator  
                             City of Chesterfield, Missouri  
                             690 Chesterfield Parkway West  
                             Chesterfield, Missouri 63017

With a copy to:        Harry O'Rourke  
                             Attorney at Law  
                             Stewart, Mittleman, Henry & O'Rourke, 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

**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 March 2016, 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 2016:

- A. **Performing Arts.** SLCO will promote the performing arts through approximately 4 performances each year at the William D. Purser Center at Logan University in Chesterfield and 1 performance each year at the Chesterfield Amphitheater as a kick off concert to the Art & Orchestra Series. 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 & Cross Promotion.** 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. Additionally, SLCO will promote the Art & Orchestra Series to our contact lists and the City agrees to promote the concert season for SLCO.

- D. Performing Arts. SLCO will serve as Resource/Liaison to the City and businesses in the community in the area of performing arts and in achieving the City's goals as they relate to performing arts.

**Section 2. Payment**

The City shall pay SLCO Twenty Five Thousand Dollars (\$25,000.00) in quarterly payments of \$6250 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, 2016 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:             City Administrator  
                             City of Chesterfield, Missouri  
                             690 Chesterfield Parkway West  
                             Chesterfield, Missouri 63017.

With a copy to:        Harry O'Rourke  
                             Attorney at Law  
                             Stewart, Mittleman, Henry & O'Rourke, 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  
President

By:

  
\_\_\_\_\_  
MICHAEL G. HERRING  
City Administrator