



Board of Aldermen Request for Action

MEETING DATE: 2/7/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1183, Creative Communities Alliance - Sculpture on the Move Project Contract

REQUESTED BOARD ACTION:

Motion to approve Resolution 1183, authorizing the mayor to enter into an agreement with the Creative Communities Alliance for the Sculpture on the Move Project.

SUMMARY:

Sculpture on the Move is a project intended to encourage relationships between communities and artists, as well as grow art appreciation across Missouri and foster multicultural communities through public art. The Parks and Recreation Department was introduced to Sculpture on the Move from multiple KC Metro area parks and recreation departments. The Project is facilitating the installation of high quality, original artwork for communities to enhance public spaces with minimal cost and a short-term commitment.

By entering into the agreement with Creative Communities Alliance, the City is able to partner with the Alliance for the Sculpture Project. Such a partnership would provide a cost-effective way for the City to install art installations. The commitment is a 2-year contract for a total of \$1,000/yr. (\$2,000 total). The City would be required to show proof of general liability coverage for the art piece and install a 4x4 concrete pad for installation. The art is selected by staff at the end of February and would be installed in May. Park and Recreation Staff will work with the Parks and Recreation Committee on a feasible location.

The Parks and Recreation Master Plan outlines community desire for public art: "*The broad downtown area was considered by survey respondents as the most suitable location for community events and festivals, and public art spaces and features.*" Public Art was also including it in the 4–6-year implementation strategy and timeline.

PREVIOUS ACTION:

N/A

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

2-year commitment for a total of \$2,000 plus GL coverage.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: MOU and Agreement | |

RESOLUTION 1183

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CREATIVE COMMUNITIES' ALLIANCE FOR THE SCULPTURE ON THE MOVE PROJECT

WHEREAS, The Parks and Recreation Master Plan outlines community desire for public art, and

WHEREAS, the City and Creative Communities Alliance have met and discussed said fees and responsibilities for the public art; and

WHEREAS, the public art would enhance public spaces, with minimal cost and a short-term commitment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE ATTACHED AGREEMENT WITH THE CREATIVE COMMUNITIES' ALLIANCE FOR THE SCULPTURE ON THE MOVE PROJECT

PASSED AND ADOPTED by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th day of February 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

MEMORANDUM OF UNDERSTANDING

Between

**The Creative Communities Alliance, and
Participating Missouri Area Communities**

This Memorandum of Understanding (hereinafter, “MOU”, or “Agreement”) details the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter “Parties, or “Party”) in furtherance of the Creative Communities Alliance, a collaboration of communities within the State of Missouri and Eastern Kansas who have executed a MOU in substantially the form hereof in order to work together to inspire and bring creativity thereto (hereinafter, the “CCA”), in conformance with the laws of the State of Missouri and applicable local and federal law.

The Parties to this MOU shall be:

- The CCA and its participating Communities, and
- The undersigned community within the State of Missouri (hereinafter, together the “Communities”, or separately a “Community”).

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation and financing of projects created and proposed by the CCA; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation and financing of the CCA and projects created and proposed by the CCA are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein so that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto are in conformance with local, state and federal law.

I. PURPOSE

This MOU is intended to provide a framework for the planning, development, and financing of the CCA and projects created and proposed by the CCA for implementation within the State of Missouri and Eastern Kansas. It is intended to encourage relationships between Communities, artists and other creative people and organizations, as well as to facilitate the appreciation and implementation of creativity in various shapes and forms throughout the State of Missouri and Eastern Kansas and to foster multicultural communities therein. By streamlining these processes and building relationships, the CCA is intended to facilitate creativity for and within Communities, with minimal cost and a short-term commitment.

II. RESPONSIBILITIES OF THE PARTIES

A. The responsibilities of the CCA under this MOU include:

- Creating a member voting board consisting of representatives of each of the participating Communities.
- Creating a five-member Executive Board consisting of a President, Vice President, Secretary, Treasurer and Member at Large. The Executive Board and its member officers will include but not be limited to organizing meetings, reviewing CCA program proposals, executing agreements and other documents, setting up budgets and taking notes at meetings.
- Creating and proposing CCA-related standards and policies for Communities.
- Providing website and social media marketing support for the CCA.

B. The responsibilities of each Community under this MOU include:

- Devising and implementing fair and open selection processes for each project created and proposed by the CCA in which Community agrees to participate.
- Acquiring by written agreement all right(s) necessary to display or otherwise utilize third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Coordinating with artists and any other relevant parties the installation, display, performance and/or other utilization of third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Maintaining the quality of each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization, including without limitation cleaning and repairing any such artwork, support structures and/or name plates as reasonably necessary.
- Procuring suitable insurance coverage for each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization.
- Providing reasonable marketing support for Community's display or other utilization of each project created and proposed by the CCA in which Community agrees to participate.
- Presenting in advance to the CCA a proposed annual Community budget for each project created and proposed by the CCA in which Community agrees to participate during the following year.
- Paying an annual \$50 membership fee for each year of that Community's CCA membership.
- Voting on all CCA-related decisions, provided that (i) a Community representative attends at least fifty (50) percent of all CCA meetings within each one (1)-year period of CCA membership and it has paid the annual fee, (ii) the Community has implemented all standards and policies submitted to it by the CCA, and (iii) the Community has not violated such standards and policies. If a Community has not implemented all standards and policies submitted to it by the CCA, such Community

shall show an intent to implement such standards and policies. A Community will not however be a voting member of the CCA until it shall have met all standards and policies submitted to it by the CCA.

III. PUBLIC INVOLVEMENT

To facilitate effective planning and programming activities, all Parties shall, to the maximum extent practical, coordinate their public information efforts and seek joint opportunities for public involvement as provided. Such coordination shall ensure that the maximum opportunity to involve the citizens and elected officials of the Communities, including underrepresented groups in the area as well as the general public.

IV. PROJECT IMPLEMENTATION

Each Community will be responsible for its specific implementation of each project created and proposed by the CCA in which it agrees to participate, including without limitation any artist selection process, necessary jurisdictional approval, permitting, equipment rental, material purchases, insurance procurement, installation, and ensuring adherence to the maintenance plan and financial tracking of all expenditures, subject to the terms of this Agreement and the project-specific Memorandum of Agreement.

The CCA Executive Board will undertake regular performance monitoring, including the periodic tracking of timeline adherence, community engagement adherence, budget adherence, and adherence to the maintenance plan. The Parties agree to provide available data to support their adherence to this Agreement.

If for any reason the responsible Parties are unable or unwilling to assume these assignments of responsibility, the Parties may confer and decide in a cooperative process the appropriate Party or Parties to undertake the project development and implementation, provided that no costs may be imposed on a Community without its approval.

V. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All Parties shall comply with all applicable local, state and federal laws and regulations. Nothing in this MOU alters, or seeks to alter, the existing statutory authority of any Party under local, state or federal law. If any of the provisions of this MOU are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

VI. ENTIRETY OF AGREEMENT, MODIFICATIONS, AMENDMENTS AND COUNTERPARTS

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. No modifications will be enforceable except in writing and signed by all Parties. Any Party may request changes to this MOU at any time by written notice to the other Parties' signatories of this Agreement. Such changes as are mutually agreed upon by and between the Parties shall be incorporated in written amendments to this MOU executed in the same manner as original MOU approval. This Agreement may be signed in any number of counterparts.

VII. CESSATION OF SUPPORT

The CCA, in consultation with Community or Communities, has the unilateral right to cease supporting the efforts of any Community participating in a CCA-related project that is not in compliance with the requirements and/or spirit of this MOU.

VIII. NOTIFICATION

Any official notifications between the parties to this MOU that would substantially affect the terms or conditions of this MOU shall be directed to the offices of the signatories to this Agreement.

IX. DURATION

This Agreement shall remain in full force and effect for the duration of the undersigned Community's CCA membership or until each project created and proposed by the CCA in which Community agrees to participate has been completed, whichever is longer, or until the parties otherwise mutually agree to terminate the Agreement.

X. GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Missouri. In the event that any dispute arising out of this Agreement results in litigation, arbitration, or mediation, such action or proceeding will be brought within the state or local courts of Missouri. Mediation of any dispute arising out of this Agreement will be submitted for mediation in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

IN WITNESS WHEREOF, the Parties hereto have last executed this Memorandum of Understanding, this ____ day of _____, ____.

CREATIVE COMMUNITIES ALLIANCE

(Title of authorized signatory)

(Title of other authorized signatory, if necessary)

COMMUNITY

(Name of Community)

(Title of authorized signatory)

(Title of other authorized signatory, if necessary)

MEMORANDUM OF AGREEMENT

Between

**The Creative Communities Alliance and
Participating Missouri Area Communities**

For the CCA's "Sculpture on the Move" Project

This Memorandum of Agreement (hereinafter, "MOA", or "Agreement") deals with the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter "Parties, or "Party") for the planning, development and installation of public art in Missouri pursuant to the "Sculpture on the Move!" project described in the attached **Exhibit 1** (hereinafter, "Project"), in conformance with the laws of the State of Missouri and applicable local, state and federal laws, as amended.

The Parties to this MOA shall be:

- The Creative Communities Alliance (hereinafter "CCA"), and
- Participating Missouri area communities (hereinafter, "Communities", or "Community") which have executed a Memorandum of Understanding (MOU) to participate in the CCA.

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation, and financing of the Project; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation, and financing of the Project are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein in order to ensure that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto conform to local, state and federal law.

I. PURPOSE

This MOA is intended to provide a framework for the planning, development, and installation of selected sculptures pursuant to the Project within the State of Missouri and Eastern Kansas. This Project is intended to encourage relationships between Communities and artists, as well as grow art appreciation across Missouri and foster multicultural communities there through public art. By streamlining these processes and building relationships, the Project is intended to facilitate the installation of high quality, original artwork for Communities and to enhance public spaces, with minimal cost and a short-term commitment. This MOA is subject to the terms and conditions of the CCA MOU.

II. RESPONSIBILITIES OF THE PARTIES

A. The responsibilities of the CCA under this MOA include:

- Producing and distributing a "call to artists" communication seeking artwork submissions for the Project.

- Planning and executing an artist workshop to take place before the art submission process begins, during which the CCA will help instruct artists on working with Communities and ensuring quality submissions.
- Planning and executing a workshop for participating Communities and their respective Selection Committees to help in the expectations, process and implementation of the Project.

B. The responsibilities of each Community under this MOA include:

- Choosing the precise specifications for the sculpture pad that must support the sculpture(s) it chooses pursuant to the Project, provided that such pad must be made of concrete and be at least 4' x 4' in size with the ability to mount a sculpture to the pad.
- Acquiring/creating and arranging the installation of such a sculpture pad meeting the aforementioned specifications on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property that is legally available to Community for such purposes.
- Acquiring by written agreement all right(s) necessary to display the sculpture to be installed pursuant to the Project on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property legally available to the Community for such purposes for a term of at least two (2) years, for which Community will pay the artist \$500 per year to display the chosen sculpture.
- Acquiring/creating a standardized name plate and affixing it to the sculpture pad for sculpture chosen pursuant to the Project, depicting at minimum:
 - i. the chosen sculpture's title,
 - ii. the chosen sculpture artist's name, and
 - iii. logo of the Creative Communities Alliance

CREATIVE COMMUNITIES ALLIANCE

Signature

Date

Name, Title

CITY OF

Signature

Date

Name, Title