

**AGREEMENT FOR ARTS PROGRAM MANAGEMENT
BETWEEN THE TOWN OF RIVERDALE PARK AND
HYATTSVILLE CDC**

This Agreement is made this 24 day of June, 2014 by and between the TOWN of RIVERDALE PARK, hereinafter referred to as the "Town", and the HYATTSVILLE COMMUNITY DEVELOPMENT CORPORATION, hereinafter referred to as the "CDC", the parties referred to herein.

RECITALS

Whereas, the Town, is an incorporated municipality of the State of Maryland; and

Whereas, the CDC is a private non-profit 501(C)(3) corporation organized under the Laws of Maryland with a mission to spur economic development and improve the quality of community life in the Hyattsville area and beyond; and to revitalize commercial areas in the community; and

Whereas, the Town, in furtherance of its responsibilities to the residents of Riverdale Park, is in support of the CDC conducting a Public Art Initiative on behalf of the Town to bring temporary public sculpture and art displays into the public spaces of the Town under certain guidelines described in the Program Document, a copy of which will be appended to this agreement; and

Whereas, the Town wishes to provide high-quality, publicly accessible artworks to enhance its community; and

Whereas, the Town wishes to engage a local community / arts organization to facilitate the promotion, selection, and placement of these artworks; and

Now, Therefore, on behalf of the Town, the CDC will develop the program, conduct an annual Call for Artists; manage a Juried Selection process; and manage the artists' delivery, and installation of selected artworks encompassing the Public Art Initiative's planned display sites, based upon an acquisition budget no lower than \$10,000/annum exclusive of any funds the CDC or any other sponsors or donors provide to the Initiative, under the following provisions;

TERMS

In consideration of the mutual obligations and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and the CDC agree as follows:

Article I. SCOPE OF SERVICES

The CDC agrees to provide the following program of services as agent for the Town

Review of Town's Program

- Providing a Statement of Project Requirements (subject to Town approval);
- Identifying locations of artwork placement;
- Defining permissible size ranges for the works;
- Providing other necessary specifications required to site and deliver artworks suitable for permanent outdoor public display;
- Developing provisions for future ownership and maintenance (subject to Town approval);
- Outlining the method of artwork selection (subject to Town approval);
- Requiring a method of preservation treatment for any proposed permanent locations;
- Drafting terms of artists' contracts (subject to Town approval)

Coordination and Consultation with Town and Town's art installation agents during Design and Installation Phases

Maintain and adjust pedestal or art installation schedules and artist selection plans, communicate as needed with Town, all their staff, agents, artists and any other contractors

Coordination of all services with Town's obligations,

Ensure timely disbursement of project funds to artists or contractors

Ensure any agreed upon project Benchmarks are met or accounted for.

Oversight of Call for Artists

- Develop all artwork specifications
- Establish production schedules
- Develop and issue call solicitation documents
- Coordinate promotional activities with Town and Town's agents
- Field artists' questions, and amend solicitation documents or plans as needed
- Conduct pre-submission conferences and communication
- Receive, analyze and provide recommendations for consideration or rejection of submissions
- Submit list of qualified applicants
- Notify applicants and selected artists of the jury's final decision

Assistance with building permits: oversight of compliance requirements for applications, permits, and indemnities to be met through all phases of the project

Administration and oversight of construction and installation activities as planned and scheduled

Administration of payments, upon Town approval

Assurance of work performance in accordance with contracts, plans, and schedule

Article II. TERM: PERIOD OF PERFORMANCE

The agreement shall be for an initial term of one year commencing June 24, 2014. This agreement shall automatically renew for additional one-year terms unless either party delivers written notice to the other party at least 60 days before the end of the term before terminating the agreement at the end of the current term. During any term either party may terminate this agreement for convenience with at least 60 days prior written notice. The CDC agrees to commence work immediately upon execution of the Agreement and to complete the project each year within the final annual schedule approved by the Town. The CDC shall perform all other services required by this Agreement as expeditiously as is consistent with good professional skill and care and the orderly progress of the work. The time for performance may be extended past the scheduled period if there are delays outside the control of the CDC including those caused by Town, its agents and contractors, selected artists, permitting authorities, or an act of God.

Article III. FEE FOR SERVICES

In exchange for these good and valuable services the Hyattsville CDC will be free to seek matching project funding from outside and private sources, and from which it may compensate itself based upon a percentage of the overall Public Art Initiative program budget. CDC compensation will be a sum to be mutually agreed upon by the Town and the CDC, based upon the program year's approved budget and external fundraising and any prospective grant awards. In no event, however, shall CDC's compensation come from Riverdale Park's publicly-funded Public Art Initiative budget.

The CDC agrees to commence work immediately upon execution of this agreement

Article IV. ART PROGRAMMING BUDGET / COST

The parties agree that the annual program/acquisition cost of the artwork will equal the total artists' stipend and other program costs that arise and that amount is fixed as the project budget, which may be amended from time to time based upon fundraising and other events as they arise. The parties agree that the Town will provide a minimum Riverdale Park Public Art Initiative budget in the amount of \$10,000/annum, subject to appropriation by the Town, but if reduced below such amount, the program activity will be reduced by proportionate amount. The exact allocation of stipends for each artwork is to be determined by the CDC

(subject to Town approval) based upon the CDC's expertise, the artworks' location, siting prominence, and the nature of the kind of work specified.

Article V. CDC SERVICES

In rendering its services the CDC shall:

- Award the selection to the displaying artists and manage contract execution with the selected artists upon the written consent of the Town
- Be responsible for the technical completeness, sufficiency, and accuracy of all documents proposed by the CDC
- Comply with all applicable laws in its dealings related to this agreement, and any other sub-agreements this activity generates
- Attend any hearings or conferences with the Town or persons designated by the Town as necessitated by this activity
- Be responsible directly to the Town and its agents, so selected and identified by the Town as the responsible liaison to this project to whom the CDC will ordinarily report communicate, submit documents for approval, and from whom the CDC shall receive directions concerning the program
- Promptly report to the Town any problems or issues arising from the program
- Recommend modification or rejection of an artist's work due to defects in the work product; or failure of the artist to properly insure their work; or a contractual failure on the part of the artist. In discharging this responsibility, the CDC shall act through the Town and issue recommendations to the Town, which shall be in writing, or if oral, followed by written confirmation fully outlining the CDC's opinion, or recommendation and the basis therefore
- Maintain, and provide the Town with appropriate liability insurance as directed and approved by the Town, naming the Town as a certificate holder and additional insured

Article VI. The TOWN'S RESPONSIBILITY

The Town shall provide information regarding its requirements for the program and shall cooperate reasonably with CDC at all times. However, the CDC shall notify the Town in writing of any information or requirements provided by the Town, which the CDC believes to be inappropriate to the execution of the work.

Article VII. PAYMENTS TO ARTISTS

The Town shall be responsible for providing funds to the CDC, in amounts approved by the Town, for the payment of artists who satisfactorily perform in accordance with their contract terms, and for making timely payments to the CDC. However, in no event shall the Town be liable to an artist for more than the

amount of money specified in their contract, unless the Town in writing waives or raises the limit.

Article VIII. MISCELLANEOUS

- A. The persons executing this Agreement on behalf of the CDC and the Town hereby covenant, represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the CDC and the Town, as applicable.
- B. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- C. The Town and the CDC acknowledge that the Artists supplying their work for year-long display and sale will be the owners of all artworks placed by the Public Art Initiative.
- D. The Town hereby irrevocably grants the CDC the right to use and reproduce images of the artworks sited within the Town for the CDC's own purposes and benefit, without cost and further permission.
- E. This agreement is to be interpreted under the laws of the State of Maryland.
- F. If any party subject to this agreement is found to be in default of their obligations, notice will be provided to the Chairman of the Board of Directors of the Hyattsville CDC, Lisa Jordan or her successor: 4312 Hamilton Street Hyattsville MD, 20781 or Sara Imhulse, Riverdale Park Town Administrator. 5008 Queensbury Rd. Riverdale, MD 20737. The party notified of default will be given 30 days to correct the default. If the party notified of the default does not correct the default within 30 days after notice, the non-defaulting party may terminate this agreement for cause upon not less than 10 days additional prior written notice.
- G. If, under Article II, an extension to the period of performance is required by either party, a request will be submitted in writing to the addresses stated in paragraph F above, and will not be unreasonably withheld.

Signature Page to Follow

This Agreement is entered into as of the day and year first written above.

HYATTSVILLE COMMUNITY
DEVELOPMENT CORPORATION



By: _____
Stuart Eisenberg, Executive Director

Digitally signed by Stuart Eisenberg
DN: cn=Stuart Eisenberg, o=Hyattsville CDC,
ou, email=eisenberg@hyattsvillecdc.org, c=US
Date: 2014.07.08 12:05:28 -04'00'

Town of Riverdale Park

By:  _____
Sara Imhulse, Town Administrator