

**AN ORDINANCE APPROVING AN AGREEMENT WITH  
JEFFREY KOZIATEK FOR ENTERTAINMENT DURING  
THE 2018 FAMILY FUN DAY EVENT IN TWIN OAKS PARK**

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**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute on behalf of Twin Oaks, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, with Jeffrey Koziatek for a 45-minute comedy juggling show to be provided on October 6, 2018 at the Family Fun Day event in Twin Oaks Park for a total cost of \$350.00 and under the terms set forth in Exhibit 1.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

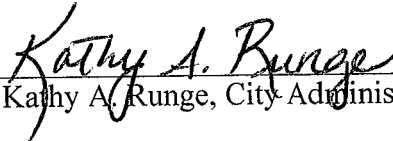
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 18<sup>th</sup> DAY OF JULY, 2018.



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Russ Fortune, Mayor

Attest:



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Kathy A. Runge, City Administrator/Clerk

Exhibit 1

**City of Twin Oaks, Missouri**  
**SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of July 18, 2018, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Jeffrey Koziatek**, an individual, hereinafter referred to as "CONTRACTOR," with a business mailing address of **427 S. Van Buren Ave., Kirkwood, MO 63122**;

WHEREAS, the Contractor has agreed to provide a 45-minute comedy juggling show on **Saturday, October 6, 2018 from 5:15 P.M. until 6:00 P.M.** at Twin Oaks Family Fun Day in Twin Oaks Park, as more fully described in the proposal attached and incorporated herein as **Exhibit A**, and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

**I. SCOPE OF SERVICES**

Contractor's services are necessary for the following Project of City: *Family Fun Day entertainment.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the supplies, labor, set-up, supervision, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the services which are generally described as providing a comedy juggling show, featuring juggling, comedy, audience participation, improvisation, and more, for the Twin Oaks Family Fun Day event (the "Services"). Contractor agrees to arrive at least 15 to 30 minutes before the performance.

The Services shall be provided by the Contractor in accordance with all the provisions of the Contract and the attached **City of Twin Oaks General Conditions** which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

**II. COMPENSATION**

**A. Basic Compensation.** The City hereby agrees to pay the Contractor a total of Three Hundred Fifty Dollars (**\$350.00**), as full consideration for the performance of the Services, inclusive of expenses and costs related thereto, as follows:

\$175.00	City's deposit due upon execution of the Agreement
\$175.00	Due upon satisfactory completion of the Services by the Contractor

**B. Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City

directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

**Artist may be asked by Park Chair or designee to perform for additional time at prorated hourly rate based on contract price (per Exhibit A) not to exceed an additional \$350.**

**III. TIME AND MANNER OF PAYMENTS**

The City shall pay a total of \$350.00 for the Services with \$175.00 due upon execution of the contract and the remaining \$175.00 due upon completion of the Services on the day the event. Per Contractor's instruction, all checks will be made payable to **Day 3 Productions**.

**IV. CONTRACT SCHEDULE**

Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

**CITY OF TWIN OAKS**

\_\_\_\_\_  
Jeffrey Koziatek

By: \_\_\_\_\_  
Mayor

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

**GENERAL CONDITIONS  
CITY OF TWIN OAKS  
SERVICES AGREEMENT**

**Independent Contractor.** The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

**Compliance with Laws.** The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirement:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

**Subcontracts.** The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

**Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Contractor shall furnish, as applicable, the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts as acceptable to the City. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's Services, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Services.

**Nondisclosure.** The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. **No Services or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

**Other Contractors.** The City reserves the right to employ other Contractors in connection with the Services.

**Proposals/Conflicts.** If the City issued a written request for proposals in connection with the Services or orally asked for a proposal, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the terms of the Contractor's proposal and the executed Services Contract (including these General Conditions), the requirements of this executed Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

**Project Records and Work Product.** The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Services.

**Personnel.** The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

**Representations.** Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Other Special Provisions.** There are no additional special provisions set forth Contractor Services Agreement.

Exhibit A  
Proposal



Ignite & Engage with Laughter & Respect  
~ EMPLOYMENT AGREEMENT ~ REV 01

As of today 6/18/18, Jeff Koziatek, hereinafter referred to as ARTIST, is certifying the following services to be provided as outlined below:

**Event:** Family Fun Day  
**Service Date(s):** Saturday, October 6<sup>th</sup>, 2018  
**Service Time(s):** 5:15 pm --- (Talent will arrive at least 15-30 minutes before performance)  
**Location:** Twin Oaks Park  
**Audience:** Families  
**CLIENT:** City of Twin Oaks  
**Primary Contact Name:** Mary Lou Knox - Cell: 314-223-0375 (on site contact for event)  
**ARTIST Point Of Contact For Event(s):** Jeff Koziatek - Cell: 314-852-1134

Event Notes:

In or Out: Outside  
Parking Info: In lot

**ARTIST Agrees to provide the following service(s):**

- 45 minute comedy juggling show. Featuring: Juggling, comedy, audience participation, improvisation and more!

**CLIENT Agrees to provide the following:**

- Performance fee total: \$350.00

Payment Schedule:

- \$175.00 deposit to be paid within 2 weeks of this contract to guarantee the services outlined above.  
*If deposit and contract are not received by the deposit due date, services may not be rendered.*
- \$175.00 due at the performance.
- Check is to be made payable to Day 3 Productions

WHEREAS, ARTIST is a skilled and professional actor and entertainer available for employment;

NOW THEREFORE, in consideration of the Agreements of the parties contained herein, it is agreed:

1

In the event that the ARTIST is asked or needed to stay beyond the scheduled end time, the ARTIST may stay for an extended pro-rated amount of time based upon the total performance fee. This is subject to the ARTIST's discretion and availability.

If for some reason the event does not start on time (within 10 minutes of the scheduled start time), it is up to the ARTIST's discretion and availability as to whether they can extend the service past the scheduled end time. If the amount of time is deemed excessive (more than 15 minutes past the scheduled start time) and the CLIENT would like the ARTIST to complete the agreed upon amount of time, the CLIENT may be asked to pay a fee that is pro-rated based on the total performance fee.



Ignite & Engage with Laughter & Respect  
~ EMPLOYMENT AGREEMENT ~ REV 01

II

*Cancellation Policy*

The CLIENT has up to 21 days prior to the event to cancel ARTIST'S service(s), thus bringing this contract to termination and being fully refunded the deposit.

If CLIENT cancels the event due to weather, power failure, act of God or otherwise within 21 days of the agreed upon performance date, ARTIST will retain the deposit (or be mailed 50% of the total service fee). ARTIST agrees to make all reasonable effort to reschedule the contracted performance for the same event, or an alternate event, and will apply the deposit as credit to the new performance date (scheduled 6 months from the original performance date).

If CLIENT cancels within 7 days of the event, the deposit will be kept and no credit will be offered.

If CLIENT cancels the day of the event, payment in full is expected with no credit offered.

If ARTIST is unable to provide the services mentioned above for whatever reason, the deposit will be immediately returned, and, with the approval of CLIENT, ARTIST will lend all reasonable assistance to provide similar quality replacement(s).

III

CLIENT and ARTIST agree to hold each other harmless from and against any and all claims, demands, and damages arising from the engagement referred to herein.

IV

ARTIST is an independent contractor and not an employee, agent or representative of CLIENT and is responsible for the payment of any taxes, as well as Automobile Insurance, General Liability Insurance or any other requirement of independent contractors.

I have read the terms of the agreement and I accept:

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CLIENT

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ARTIST - Jeff Koziatek

**PLEASE SIGN & RETURN with PAYMENT to:**

**Jeff Koziatek  
427 S. Van Buren Ave.,  
Kirkwood, MO 63122**