

RESOLUTION No. 2019-07

**A RESOLUTION APPROVING AN AGREEMENT WITH
AMALIA LAVIOLETTE FOR HOLIDAY CAROLING AT
TWIN OAKS WINTER LIGHTING EVENT.**

**BE IT RESOLVED 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, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of Twin Oaks with Amalia LaViolette, doing business under the fictitious name "Caroling Saint Louis," for the singing of holiday-related songs to be provided on December 1, 2019, for a total of Four Hundred Seventy Dollars (\$470.00), at the Twin Oaks Winter Lighting event under the terms set forth in Exhibit 1.

Section 2. This Resolution shall be effective upon its passage by the Board of Aldermen and execution by the Mayor.

THIS RESOLUTION WAS PASSED AND APPROVED THE 1ST DAY OF MAY 2019, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.

	<u>Yea</u>	<u>Nay</u>
Lisa Eisenhauer	X	
Tim Stoeckl	X	
April Milne	X	
Dennis Whitmore	X	



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit 1
Twin Oaks, Missouri
SERVICES CONTRACT

Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of May 1, 2019, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Amalia LaViolette** an individual doing business under the fictitious name **Caroling Saint Louis** registered with the Missouri Secretary of State, hereinafter referred to as "Contractor," with a business mailing address of 2007 Mark Anthony Drive, Fenton, MO 63026;

WHEREAS, Contractor and the City wish to enter into this Agreement for certain services relating to the singing of winter holiday-related songs within the City's Park on December 1, 2019, and the City wishes to engage 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: *Twin Oaks Winter Lighting—Singing of Winter Holiday Songs within Twin Oaks Park on December 1, 2019 at 6:00-7:00 P.M. Central Standard Time (the "Caroling")*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, talent, supplies, supervision, labor, skill, materials, and equipment to perform all the services and do all the things necessary for the proper completion the Caroling listed above, including, but not limited to, all staging, lighting, and wiring of sound equipment, as required. Contractor further agrees that in performing the Caroling, that Contractor will utilize four (4) singers, in costume, for the Caroling. Failure to provide at least four (4) singers for the Contractor's services necessary for the Caroling will constitute a material breach of this Agreement.

The above-reference services for the Caroling (hereinafter referred to as the "Services") shall be provided by the Contractor in accordance with all the provisions of the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment to this Agreement.

II. COMPENSATION

A. *Basic Compensation.* The City hereby agrees to pay the Contractor up to \$470.00 as full compensation for the complete and satisfactory performance of the Services, including all expenses and costs related thereto, as follows:

Due upon completion of the Services by the Contractor: \$470.00

III. TIME AND MANNER OF PAYMENTS

The City shall pay a flat fee of \$470.00 for the Services with the City due upon completion of the Services on the day the event or next business day.

IV. CONTRACT SCHEDULE

Time is of the essence. The Services are to be rendered specifically on December 1, 2019, at the Twin Oaks Park, from 6:00-7:00 Central Standard Time (CST) (the "Performance Time"). **The Contractor shall not have the ability to alter or change the Performance Time under this Agreement. Any failure of the Contractor to perform the Services at the Performance Time will constitute a total and material breach of this Agreement, and will release the City of any and all obligations, including, but not limited to, the Compensation outlined in Section II of this Agreement, to the Contractor.**

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

**AMALIA LAVIOLETTE
d/b/a CAROLING SAINT LOUIS**

CITY OF TWIN OAKS

Amalia LaViolette

By _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____
City Clerk

**GENERAL CONDITIONS
TWIN OAKS, MISSOURI
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. Specifically, Contractor shall comply with Section 208.009 RSMo., requiring, at the time of application for any contract provided by a local government, "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States."

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 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.

City reserves the right to waive any such insurance requirements that may be inapplicable to certain Contractors for certain types of services.

Changes. No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. **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.

Proposals/Conflicts. In case of any conflicts between the terms of the Contractor's proposal and the executed Contractor/Services Contract (including these General Conditions), the requirements of this executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

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.