

**A RESOLUTION OF THE TWIN OAKS BOARD OF
ALDERMEN APPROVING AN AGREEMENT WITH VINCE
MARTIN FOR MUSICAL ENTERTAINMENT DURING
THE 2020 CONCERT IN TWIN OAKS PARK.**

**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 on behalf of the City of Twin Oaks, a services contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, with Vince Martin for a 2-hour musical entertainment show, to be provided on June 6, 2020 at the concert in Twin Oaks Park for a total cost of \$800.00 and under the terms set forth in Exhibit 1.

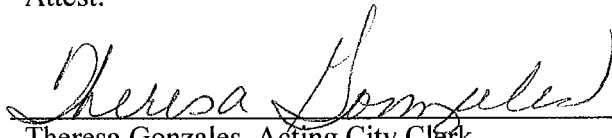
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 5th DAY OF FEBRUARY 2020, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Theresa Gonzales, Acting City Clerk

Exhibit 1

City of Twin Oaks, Missouri
SERVICES CONTRACT

THIS AGREEMENT, made and effective as of February ____, 2020, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Vince Martin**, an individual, hereinafter referred to as "CONTRACTOR," with a business mailing address of **6409 Arthur Avenue, St. Louis, MO 63139**;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for a live performance by **The Vince Martin Trio** on Saturday, June 6th, 2020 from 7:00 P.M. until 9:00 P.M. (the "Proposal"), 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: *Concert in the Park*.

Except as expressly specified herein, Contractor hereby agrees to provide all of the talent, musical instruments, sound equipment, supplies, supervision, labor, 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 two (2) hours of musical entertainment for the Twin Oaks Concert in the Park and as more particularly described in the Proposal attached as **Exhibit A**, incorporated herein (the "Services").

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, including the Proposal attached hereto as **Exhibit A**. If there is any conflict between the City's General Conditions (attached hereto and incorporated herein by reference) and the Proposal attached as Exhibit A, this Agreement and its General Conditions shall prevail.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto as follows:

☒ \$800.00

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:

[inapplicable if left blank]

III. TIME AND MANNER OF PAYMENTS

Payment of the \$800.00 fee for the Services shall be made by City in two (2) equal payments of \$400.00; the first of which shall be paid upon full execution of this Agreement and the second upon completion of the Services on the day the event.

IV. CONTRACT SCHEDULE

Time is of the essence. Contractor shall arrive on the day of the show in sufficient time to be set up and ready to start at promptly at 6:00 p.m.

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

VINCE MARTIN

CITY OF TWIN OAKS

By _____
Mayor

DATED: _____

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 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. The City may waive this requirement.

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.

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 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.

EXHIBIT A
Proposal

VINCE MARTIN MUSIC

INCOMPARABLE MUSIC FOR ALL OCCASIONS

6409 Arthur Ave
St Louis, Mo 63399
314-644-1235

DATE: January 17, 2020
INVOICE # 101
FOR: TWIN OAKS PARK
CONCERT
6-Jun-20
6:00-8:00 PM

Bill To:

City of Twin Oaks

Attn: Teresa

Theresa
~~1393 Big Bend Rd Ste f~~

1381 Big Bend Road
Ballwin, MO 63021 - Saint Louis County

(636) 225-7873

DESCRIPTION	AMOUNT
<p>The Vince Martin Trio to provide music for the Twin Oaks residents concert June 6, 2020 under the gazebo from 7-9 pm. Trio includes Vince Martin lead guitar/vocals, female singer /key board and saxophone player. Music will be continuous with only one band member rotating out for a few minute in case of beverage or rest room break. Music mainly up beat / dance / Motown with audience engagement. \$800.00 fee with 50% deposit due on acceptance of contract and remaining balance of \$400 due night of performance.</p> <p>Any special requests please email to Janet Tucker at email address magpie1235@msn.com or call</p> <p>314-644-1235</p>	
TOTAL	\$800.00

Make checks payable to: "Vince Martin"

If you have any questions concerning this invoice, contact
Name, Phone Number, E-mail

314-644-1235 / magpie1235@msn.com