

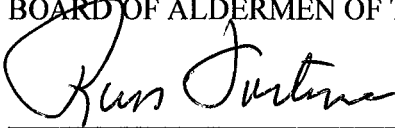
**A RESOLUTION OF THE TWIN OAKS BOARD OF
ALDERMEN APPROVING AN AGREEMENT WITH
DIGILAB LLC, DOING BUSINESS AS SERAPIS, FOR
MUSICAL ENTERTAINMENT BEFORE THE 2021
FIREWORKS DISPLAY IN TWIN OAKS PARK.**

**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 Digilab LLC, doing business as Serapis, for a 2.5-hour musical entertainment show, to be provided on October 16, 2021 at the concert in Twin Oaks Park for a total cost of \$800.00 and under the terms set forth in Exhibit 1.

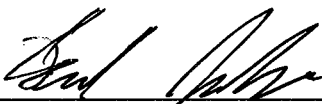
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 4th DAY OF AUGUST 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk

Twin Oaks, Missouri CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____ 2021, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Digilab LLC**, a Missouri corporation doing business as Serapis, hereinafter referred to as "Contractor," with a business mailing address of 1809 Summitview Dr., St. Charles, MO 63303;

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for a live performance by **Serapis** on Saturday, October 16, 2021 from 5:30 p.m. until 8 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 Twin Oaks 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 and a half (2.5) hours of musical entertainment for the Twin Oaks Concert in the Park and fireworks display and as more particularly described in the attached **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

III. TIME AND MANNER OF PAYMENTS

Payment of the \$800.00 fee for the Services shall be made by City in full upon completion of the Services on the day of 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 promptly at 5:30 p.m.

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

DIGILAB, LLC

CITY OF TWIN OAKS

By _____

By _____

Title _____

Title _____

DATED: _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR 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 Work, 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 requirements:

- *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 Work 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.

Serapis
Musical Entertainers
CONTRACT



Date of Contract: July 15, 2021

Date of Function: October 16, 2021

Organization / Event: Twin Oaks Fireworks Display at Twin Oaks Park
Start/End Times: 5:30pm – 8:00pm

Contracting Party:
Serapis
1809 Summitview Dr.
St. Charles, MO 63303

Fed. Tax ID 43-1879737

Location of Function:
Twin Oaks Park Twin Oaks, MO
Compensation: \$ 800.00

Details / Comments: Serapis personnel will arrive 2 hours before the performance to set up sound, lights and musical equipment for the performance. Twin Oaks will provide at least one 20 amp AC circuit to the stage area.

Serapis will provide sound system and lights. For safety reasons, the members of Serapis will not be able to leave the park until after the fireworks display has concluded.

All members of Serapis are expected to act in a professional fashion and provide quality entertainment for the time stated above.

Janet Herbold Event Coordinator for Twin Oaks
314-707-0804 (mobile)

Frank Johnson City Clerk
City of Twin Oaks
1381 Big Bend Rd.
Twin Oaks, MO 63021
636-225-7873

Signature: _____ Date: _____

Serapis
Gene Carroll
314-497-5308 (mobile)

Signature: _____ Date: _____