

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN
APPROVING AN AGREEMENT WITH CIRCUS KAPUT LLC FOR FACE
PAINTING AND FAMILY ENTERTAINMENT FOR THE TWIN OAKS
FAMILY FUN DAY ON OCTOBER 1, 2022.**

**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, with Circus Kaput LLC for services related to face painting and family entertainment, to be provided on October 1, 2022, at the Twin Oaks Family Day in Twin Oaks Park for a total cost of \$1,455.00 and under the terms set forth in Exhibit 1

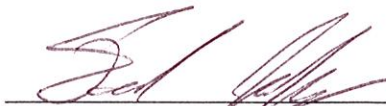
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 17th DAY OF AUGUST 2022, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk/Administrator

Exhibit 1

**Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of Aug. 17 2022, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Circus Kaput, LLC**, hereinafter referred to as "Contractor," with a mailing address of 633 Shadowridge Dr., Wildwood, MO 63011.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for entertainment services for the Twin Oaks Family Fun Day on Saturday, October 1, 2022 from 1:00 p.m. until 5:00 p.m. in Twin Oaks Park (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 Event of City: *Family Fun Day entertainment*.

Except as expressly specified herein, Contractor hereby agrees to provide all of the talent, 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 face painting, juggling, carnival games, and family entertainment for the Twin Oaks Family Fun Day on October 1, 2022, and are more particularly described in the attached **Exhibit A**.

The above-referenced services for the performance (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

The City hereby agrees to pay the Contractor an amount not to exceed \$1,455.00 for the Services as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Services.

III. TIME AND MANNER OF PAYMENTS

Payment of the \$1,455.00 fee for the Services shall be made by City in two (2) equal payments of \$727.50; the first of which shall be paid upon full execution of this Agreement and the second upon completion of the Services on the day of the event.

IV. CONTRACT SCHEDULE

Time is of the essence. The Contractor will be set up and ready to perform by 1:00 p.m. on Saturday, October 1, 2022 at Twin Oaks Park, located at 1 Twin Oaks Ct., Twin Oaks, MO 63021. If weather conditions result in a cancellation of the Family Fun Day event, or the City cancels Family Fun Day due to public health risks caused by the COVID-19 pandemic or in response to a public health order issued by St. Louis County, the Parties shall come to a mutually agreeable date that is within one year of October 1, 2022 to reschedule.

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

CIRCUS KAPUT, LLC

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By *Russ Kaput* _____

Title *Mayor* _____

DATED: *Aug 22, 2022* _____

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 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, 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.

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.

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

Proposals. 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) or the City's request for proposal, the requirements of the City's request for proposal and this executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

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**

633 Shadowridge Drive Wildwood, MO 63011
314-803-2503 josh@circuskaput.com www.circuskaput.com

CONTRACT/INVOICE

As of 08/08/2022 Circus Kaput is certifying the following services can be provided as outlined below:

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Connie Fortune 314-606-6666

Secondary Contact Name and Cell: Janet Herbold 314-707-0804

Circus Kaput Point Of Contact For Event(s): Josh Routh 314-803-2503

Event: Twin Oaks Family Fun Day

Audience: All ages

Location: #1 Twin Oaks Ct., Twin Oaks Missouri 63088
Location Notes: Twin Oaks Park

Service(s): 2 Face Painters
1 Balloon Artist
1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts)

Service Day / Date: Saturday October 1, 2022
Service Time: 1pm-4pm --- (Talent will arrive at least 15 minutes before performance)

Event Notes:
Inside or Outside: Outside
Parking Info: Street
Client to Provide: A table and four chairs for the face painters
Please do not put the stationary artists next to trash cans, at picnic tables, or in direct harsh sun.

PAYMENT DETAILS - The signed contract must be received by Circus Kaput to guarantee service.
2 Face Painters 1pm-4pm \$570
1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts) \$600
1 Balloon Artist \$285

Total Fee: \$1455

Signed contract and deposit or full payment locks in your date. Deposit of one half is required for fees over \$500 +, advance full payment is required for fees \$500 and under or if the event is booked with less than 14 days before event date, Deposits and pre-payments are nonrefundable. Dates are booked on a first-come, first-served basis.

Deposit: \$727.50 (due with signed contract) TO SECURELY PAY THIS AMOUNT CLICK HERE - <https://tinyurl.com/h2bfb6ad>
Balance: \$727.50 (due at event)

PLEASE NOTE: Circus Kaput accepts credit cards on all transactions. Contract reflects CASH PRICE. For credit card purchases above \$1,000 actual total may be 3% more to reflect credit price.

DEFINITIONS

"Talent" refers to any independent contractor retained by Circus Kaput for the benefit of Client.
"Client" refers to the principals, agents, directors, shareholders, officers and affiliated entities of the individual or entity listed herein as Client.



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314-803-2503 josh@circuskaput.com www.circuskaput.com

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"Circus Kaput" refers only to Circus Kaput, LLC and expressly excludes its past, current and future owners, partners, officers, directors, shareholders, affiliated entities, talent, and lenders.

They are authorized to accommodate the request. However, if the talent is not contracted. Such a truncated performance may affect the

Talent may end their performance after the contracted end time, based on total performance fee before any discounts or credits) begins. Talent may not perform after the contracted end time made payable to Circus Kaput and Circus Kaput must be informed 314-803-2503 to make a credit card payment.

For 15 minutes prior to performance time & 20-minutes after performance time. In the performance area prior to Talent's performance, the other side of the stage

for any public use (including on YouTube and other online video). Feel free to take as many still photos as you wish and share them

Contracted as a payee (unless the payment is meant exclusively as a tip)

negotiated. Events \$500 and under must be paid in full at signing. Events over \$500 and under, locks in your entertainment.

Circus Kaput reserves the right to cancel all or part of this Agreement, all or

Contracted services. Please present the payment to the Onsite Cashier. Performance date is subject to interest in the amount of 12% per

However, please know that tipping is not required in order to receive "Contracted" (But always warmly appreciated!).

Contracted Talent for the date and time specified in this Agreement or otherwise breaches this Agreement in any way, Client is responsible for payment of this Agreement. If Client cancels or breaches within 48-hours of the Agreement within 30-days of the event. Any payment of 12% per annum and begins accruing the day after the event. If the contracted start date and time, a credit in the amount already paid for the event anytime within 6-months of the contracted event date. Contracted Talent cannot be guaranteed for rescheduled event. All cancellations by Circus Kaput. Cancellation or breach within 48-hours is not eligible

Without cause or no reason, Client is entitled to a refund in the amount of the contracted fee. Client may substitute any performer at any time at its sole discretion. Client is responsible for the entire amount of the contracted fee in whole or in part.

Signature Certificate

Reference number: GBEIN-HJMDM-UK4N8-PI6IQ

Signer	Timestamp	Signature
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Josh Routh Email: circuskaput@gmail.com		
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Sent:	08 Aug 2022 18:00:05 UTC	
Signed:	08 Aug 2022 18:00:06 UTC	

Joshua Routh

IP address: 155.186.15.90
Location: Ballwin, United States

Document completed by all parties on:
08 Aug 2022 18:00:06 UTC

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