

RESOLUTION NO. 2023-06

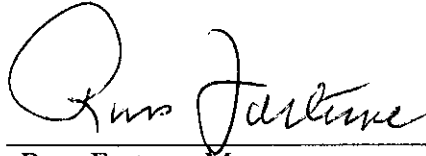
**A RESOLUTION APPROVING AN AGREEMENT WITH DAVID
WATSON TO PROVIDE ACCOUNTING AND FINANCIAL
CONSULTING SERVICES TO THE CITY OF TWIN OAKS.**

**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 Professional Services Agreement on behalf of the City of Twin Oaks with David Watson for accounting and financial consulting services at a rate of \$600.00/month. The Professional Services Agreement shall be in substantially the form of Exhibit 1 and the services to be performed thereunder shall be as described in the agreement.

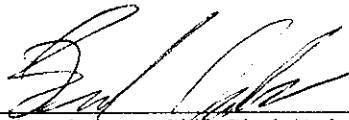
Section 2. This Resolution is adopted and shall be in full force and effect on and **after** its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 15th DAY OF MARCH 2023, BY
THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk/Administrator

Exhibit 1
City of Twin Oaks, Missouri
PROFESSIONAL SERVICES AGREEMENT



City of Twin Oaks, Missouri
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of March ____, 2023, by and between the **City of Twin Oaks**, a municipal corporation hereinafter referred to as "City," and **David Watson**, hereinafter referred to as "Consultant," with a mailing address of 2446 Driftwood Lane, St. Louis Missouri, 63146.

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

I. SCOPE OF SERVICES

Consultant services are necessary for City for the following: *Twin Oaks – Accounting and Financial Consulting Services.*

Except as expressly specified herein, Consultant hereby agrees to provide all the supervision, labor, technical services, facilities, and materials to provide all the services and do all the things necessary to provide the City with accounting services, including:

- Monthly
 - Consult with City Clerk on preparation of financial statements;
 - Attend Board meetings where financial statements are presented (typically one meeting a month);
- Quarterly
 - Review in detail City's financial books and records with the City Clerk;
 - Prepare and present to Board:
 - Comparative Statements of Revenues Collected and Expenditures Paid;
 - Comparative Statements of Net Position;
- Semi-Annually
 - Prepare for the Board of Aldermen its semi-annual statement of the receipts and expenditures and indebtedness of the city per Section 79.160 RSMo;
- Annually
 - Prepare and do all things necessary to qualify and file the City's ad valorem property tax including submitting a proposed tax levy rate to the Missouri State Auditor for review;
 - Prepare or assist in the preparation of the City's budget in compliance with Section 130.020 of the Twin Oaks Code, including a budget message;
 - Prepare/assist in the preparation of any necessary amendments to the City's budget including attendance at budget preparation meetings with the Board of Aldermen;
- As needed, consult with City Clerk regarding:
 - Reconciliation of bank statements;
 - Other treasury matters;
 - Issues, concerns, problems, etc., regarding recording of transactions in QuickBooks.
 - Current Certificates of Participation and future financings;
- As needed, consult with Aldermen regarding:
 - Strategic financial matters;
 - Other matters, as requested;
- Coordinate and supervise the annual audit of City's Financial Statements by an independent certified public accountant and ensure that the City's certified audited financial reports are filed with the Missouri State Auditor;
- Consultant shall also provide other general accounting support

The above services are also generally described in the Accounting Services Proposal dated February 9, 2023 (the "Proposal"), attached as **Exhibit A** to the General Conditions incorporated herein (hereinafter collectively referred to as the "Services").

The Services shall be provided by Consultant in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the Services 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

The City hereby agrees to pay the Consultant on a quarterly basis for the Services as set forth below and in the Proposal:

Monthly charge for accounting services: \$600

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services for the fees, prices, rates, or schedule of values set forth in the Proposal.

IV. TERM; OPTION TO EXTEND; AMENDMENT

The initial term of the Agreement shall be from April 1, 2023, to March 31, 2025, and upon the expiration of the initial term may be extended by one (1) year at the City's option, subject to annual appropriation ("Renewal Term"). The agreement may be terminated by the City without notice as set forth in the General Conditions and by Contractor with ninety (90) days' notice. The cost of services charged by Consultant for the Renewal Term shall be the same as the Initial Term. The Agreement may be amended by the parties in writing.

V. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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

City of Twin Oaks, Missouri

David Watson

By: _____
Mayor

Date: _____

Date: _____

ATTEST: _____
City Clerk

**CITY OF TWIN OAKS
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

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

Compliance with Laws. The Consultant 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, Consultant shall comply with the following state law requirements:

- **Work Authorization Program.** If the Contract is for services expected to cost more than \$5,000.00, the Consultant shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program (as defined therein) and shall provide verification through an affidavit that the Consultant (1) does not knowingly employ any person who is an unauthorized alien in connection with the Contract and (2) is enrolled in a federal work authorization program and provide documentary proof thereof. The affidavit shall contain the notarized signature of the registered agent, legal representative or corporate officer of the business entity including but not limited to the human resources director or their equivalent.
- **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." Consultant's affirmative proof must be established through (i) a Missouri driver's license, or 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 Consultant 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 Consultant.

Indemnification. To the fullest extent permitted by law, the Consultant 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, arising from Consultant's breach of the Contract or out of services and operations performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant 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, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. The Consultant shall obtain and maintain for itself during the term of the Consultant/Professional Services Agreement professional liability insurance coverage as maybe provided in the Agreement or by the City. Insurance policies providing required coverages shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverages are included in the Bid Amount and no additional payment will be made therefor by the City. In addition, the Consultant and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Services. Before commencing any Services, the Consultant shall provide to the City certificates of insurance evidencing the issuance and maintenance in force of the coverages required by this paragraph and bearing an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City. Any self-insurance or deductible above \$50,000.00 is not permitted. The City may waive any insurance coverages or amounts required to be carried by the Consultant under this paragraph when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE CITY'S SOVEREIGN IMMUNITY UNDER SECTION 537.610.1 OR OTHERWISE. The purpose of the insurance required under this paragraph is to confirm that the Consultant has adequate insurance to cover the Consultant for tort claims that may arise out of the Services. It is not for the purchase of insurance for the City EXCEPT FOR AND ONLY TO THE LIMITED EXTENT OF any claims against the City arising out of the Consultant's Services and based upon one of the two statutory exceptions to sovereign immunity as expressly set forth in Section 537.600.1(1) and (2). To that limited extent, the City shall be named as an additional insured the policy bearing an endorsement that: "The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Twin Oaks as an additional insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

Nondisclosure/Confidentiality. The Consultant 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. Consultant shall not disclose any confidential client information without the specific consent of the City. 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 Consultant 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 Consultant, 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 Consultant 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 Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant 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 Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant 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 Consultant 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 Consultant shall maintain books of accounts of its expenses and charges in connection with the 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 Consultant.

Request for Proposals. If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Professional Services Agreement or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Services").

Project Records and Work Product. The Consultant 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 Consultant created in performance of or relating to this Consultant/Professional Services Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

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

Representations. Consultant 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 in the Consultant/Professional Services Agreement.

EXHIBIT A
Scope of Services/Proposal

David V. Watson
2446 Driftwood Lane
Saint Louis, Missouri 63146

**PROPOSAL TO PROVIDE ACCOUNTING AND FINANCIAL
CONSULTING SERVICES**

SCOPE OF SERVICES

Provide services that include:

- Preparation of monthly financial statements as desired by the board and City administrator/City Clerk. Generally, the statements will be presented at the second regular board meeting of each month.
- Prepare State of Missouri required financial reports including a semi-annual statement of receipts and expenditures and disclosure of indebtedness of the City of Twin Oaks as provided by Section 79.160 RSMo.
- Assist the City Administrator/City Clerk in calculating and submission of the City's ad valorem property tax.
- Assist the City Administrator/City Clerk in preparation and modifications of the City annual budget of all funds in accordance with State and City laws, regulations and practices.
- Provide supervision and coordination with City auditors on the annual audit and preparation of the Comprehensive Annual Financial Report of the City's financial statements and submission to the Government Finance Officers and the Missouri State Auditors office.
- Continuously consult and provide accounting and financial assistance to the City Administrator/City Clerk on all issues related to the City's finances including investments, cash reconciliations, debt management, pension (TACERS), software, and strategic plans.

QUALIFICATIONS

Please consider the attached resume detailing over forty (40) years of experience in municipal accounting and finance experience as part of this proposal.

TERMS AND PROPOSED FEES

Services will commence on a mutually agreed dated for a period of two years but may be terminated by the City without notice and by David Watson with ninety (90) days' notice.

Fees shall be \$600 per month, billed on a quarterly basis.

Submitted by:

David V. Watson
David V. Watson
Email: davc63146@yahoo.com
Phone: (314) 608-6144

2/9/2023
Date

Accepted by: City of Twin Oaks

Russ Justice
Signature/Title

3/16/2023
Date