

**A RESOLUTION APPROVING AN AGREEMENT WITH MIKE
HIRSCH FOR SOUND SYSTEM SERVICES AT THE FOURTH OF
JULY CEREMONY 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, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of the City of Twin Oaks with Mike Hirsch for sound system services to be provided on July 3, 2023, at the Fourth of July Ceremony in Twin Oaks Park under the terms set forth in Exhibit 1.

Section 2. In accordance with the General Conditions to the Agreement, the Board has determined that it is in the City's best interest to waive, and does hereby waive, the City's general insurance requirements for the Contractor who is providing audio equipment at a below market price for the City's use at the City's event.

Section 3. 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 21ST DAY OF JUNE 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 SERVICES CONTRACT

THIS AGREEMENT made and effective as of June _____, 2023, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Mike Hirsch**, hereinafter referred to as "Contractor," with a business mailing address of 302 Hillside Ave., St. Louis, MO 63119.

WHEREAS, the Contractor has agreed to provide audio speakers and sound system services ("Audio System") on July 3rd, 2023, from at least 5:30 P.M. until approximately 10:00 P.M. at the Fourth of July Ceremony in Twin Oaks Park, 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 Sound System for Fireworks Display in Twin Oaks Park. *Sound System for Fireworks Display in Twin Oaks Park.*

Except as expressly specified herein, Contractor hereby agrees to provide all of the sound equipment, supplies, labor, set-up, supervision, 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 setting up, providing, and breaking down the Audio System to support the fireworks event for the audio projection of the musical accompaniment for the fireworks display, and also including set-up and sound check at 5:30 P.M. The Audio System will remain in place and operable from sound check (no later than 5:30 P.M.) until the completion of the fireworks program (the "Services").

The City waives the City's general insurance requirements for the Contractor who is providing audio equipment at a below market price for the City's use at the City's event. The City hereby agrees to abide to the Services as described in the attached Exhibit A, with the exception of the rain date provisions, which shall follow the process described in Section IV.

II. COMPENSATION

The City hereby agrees to pay the Contractor an amount not to exceed **\$420.00** 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 \$420.00 fee for the Services shall be made by City in full upon completion of the Services the day of the event.

IV. CONTRACT SCHEDULE

The pre-fireworks band will begin performing at approximately 6:30 p.m. on July 3, 2023, and the fireworks display will occur at approximately 9:15 p.m. The Contractor will have the sound system set up and functional no later than 5:30 p.m. on July 3, 2023, weather permitting. In the event that weather conditions result in a cancellation of the fireworks display, the fireworks display will occur on July 8, 2023. If the display is not able to occur on July 3 or July 8, 2023, for any reason, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2023. The terms of the General Conditions notwithstanding, should the City cancel the fireworks display after the sound system has been set up, the City shall pay the Contractor an amount equal to 50 percent of the Compensation agreed herein. This shall be Contractor's sole remedy for the City's cancellation of this Contract.

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

CITY OF TWIN OAKS

Mike Hirsch

By: _____
Mayor

DATED: _____

ATTEST: _____
City Clerk

Exhibit A

MEH Audio

Bringing the music to you !

302 Hillside Ave
 St. Louis, MO 63119
 Phone: 314-962-4205 Cell/Txt 314-753-9728
 Email: Meh7734@hotmail.com

INVOICE

DATE:	8/17/2008
INVOICE #	723001
Customer ID	115

BILL TO:

City of Twin Oaks
 City of Twin Oaks Office
 1381 Big Bend Rd.
 Twin Oaks, MO 63021
 (636) 225-7873

DESCRIPTION	AMOUNT
Distribute; background music, music from band, and fireworks background music throughout the park on Monday, July 3 rd as previously established for the City of Twin Oaks 4th of July Fireworks show and celebration. Weather permitting the sound system will be up and running by no later then 5:30PM. Please inform the band that they will need to provide a "send" from their PA system to mine. My PA system amps, mixer, etc will be set up at the South East corner of the pavilion. * MEH Audio retains low prices due to its "providing a friendly service" creed. MEH Audio makes every attempt to provide a pleasant and safe environment. However, MEH Audio makes no claim of responsibility due to accidents or attendee mischief. July 5 th assumed as make-up day if affair is rained out on the 3 rd .	420.00

1. Total payment due by end of festivities.
2. System will not be set-up during rain. In the event of a rain delay every effort will be made to get the system up and running ASAP.
3. If event is canceled or postponed after system is set-up and running 50% of invoice will be due. If canceled after start of event 100% of invoice is due.

SUBTOTAL	\$420.00
TAX RATE	0.000%
TAX	\$0.00
OTHER	\$0.00
TOTAL	\$420.00

Make all checks payable to
Michael Hirsch

If you have any questions about this invoice, please contact
 Mike @ 314-962-4205 Cell/Txt 314-753-9728

Thank You For Your Business!