



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
May 23, 2019

Department Administration **Director Approval** *Kelly Passauer*

AGENDA ITEM Consider an agreement with Rainbow Fireworks, Inc. for the 2019 4th of July Firework Show.

SUMMARY RECOMMENDATION City Staff recommends approval.

BACKGROUND Jim Kelly has negotiated an agreement with Rainbow Firework, Inc. in the amount of \$15,650 for the annual 4th of July show in Independence. The City normally contracts for the show and funds are raised to reimburse the City for this expense. If adequate funds are not raised, then the City makes up the difference. The City also provides special event insurance. The City Attorney has reviewed the agreement. The shell count for the 2019 show is currently estimated at 683 shells.

BUDGET IMPACT The budget impact would consist of any remaining balance not covered by donations and the cost for the special event insurance which is estimated at \$351.

SUGGESTED MOTION I move to authorize the Mayor to sign an agreement with Rainbow Fireworks, Inc. for the 4th of July Fireworks show in the amount of \$15,650.

SUPPORTING DOCUMENTS Proposed contract.



Steve & Peggy Showalter
Dale Ragains, General Manger
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Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 18th day of April, 2019 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and CITY OF INDEPENDENCE, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2019.

- YES **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- YES **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of **Fifteen Thousand Six Hundred Fifty Dollars and no/100 cents (\$ 15,650.00)**. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of **Four Thousand Dollars and no/100 cents (\$ 4,000.00)** to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of **Eleven Thousand Six Hundred Fifty Dollars and no/100 cents (\$11,650.00)** within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the cost of the display, **Four Thousand Dollars and no/100 cents (\$ 4,000.00)**.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2019.

SELLER:
RAINBOW FIREWORKS, Inc.

PURCHASER:
CITY OF INDEPENDENCE

By: Steve Showalter
Authorized Agent

By: _____
Authorized Agent