

2/12/20

RESOLUTION NO. 2020-25

A RESOLUTION ACCEPTING AND APPROVING A FIREWORKS PRODUCTION CONTRACT WITH FIREWORKS WEST INTERNATIONALE, INC., AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, Fireworks West Internationale, Inc., has tendered to the City of Rock Springs, Wyoming, a Fireworks Production Contract for a fireworks production to be held on July 4, 2020; and,

WHEREAS, the Governing Body of the City of Rock Springs has reviewed said contract, and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Fireworks Production Contract for a fireworks production to be held on July 4, 2020, with Fireworks West Internationale, Inc., attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City be, and he is hereby, authorized, empowered and directed to execute said contract on behalf of the City of Rock Springs, Wyoming; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said contract a certified copy of this resolution.

PASSED AND APPROVED this _____ day of _____, 2020.

President of the Council

Mayor

Attest:

City Clerk



Rock Springs Parks & Recreation Department

3900 Sweetwater Drive, Rock Springs, WY 82901
(307) 352-1440 • FAX (307) 352-1444

P & R - #20-06

M E M O

To: Honorable Mayor Timothy A. Kaumo and City Councilors
From: David M. "Dave" Lansang – Director – Parks and Recreation Department
Re: **City Council Agenda Item – City Council Meeting –
Tuesday, February 18, 2020**

The following item is being placed on the City Council agenda by the Parks and Recreation Department for the above stated meeting date:

- Permission to enter into a contract with Fireworks West Internationale, Inc. to provide a fireworks display on July 4, 2020.

FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this _____ day of _____, 20____ by and between **FIREWORKS WEST INTERNATIONALE, INC.**, designated as the "SELLER", and City of Rock Springs, designated herein as the "PURCHASER" for a fireworks production to be held on July 4, 2020, at Rock Springs, Wyoming.
2. **SELLER** will secure, prepare, and deliver said fireworks as outlined or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator 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 law that might be applicable.
3. **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 be ignited. Any such material found by any person other than the Operator shall be turned over to the Operator, or to the proper authority having jurisdiction, for safe keeping or disposal of said material.
4. **PURCHASER** will furnish a secured area within minimum safety distances for the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER**, upon permit application, for Commercial Liability Coverage in the amount of One MILLION DOLLARS (\$1,000,000.00) broad form, bodily injury and property damage liability. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate. **SELLER** also agrees to carry Comprehensive Automobile Liability Coverage in the amount of One MILLION DOLLARS (\$ 1,000,000.00) Combined Single Limit and Statutory Workers Compensation Coverage.
6. It is agreed and understood that the **PURCHASER** will pay the **SELLER** the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) for JULY 4, 2020; to be paid the date of the display. Unpaid accounts are subject to one percent (1%) interest charge after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date. If the **PURCHASER** will not re-schedule the display within the calendar year, the **PURCHASER** may apply the prepayment to the following year's display. In the event of total cancellation, the **PURCHASER** agrees to pay the **SELLER** the cost of delivery and set up.
8. Witness Whereof, we have caused our signatures to be affixed to this Document, on this _____ day of _____, 20_____.

FIREWORKS WEST INTERNATIONALE, INC.
SELLER

By: _____

Authorized agent

CITY OF ROCK SPRINGS, WY
PURCHASER

By: _____

Authorized agent

FIREWORKS WEST INTERNATIONALE
1730 EAST 1550 NORTH
LOGAN, UTAH 84341
435 757 1552

SALES AGREEMENT / INVOICE

INVOICE NUMBER 20704

SPONSOR	City of Rock Springs Wyoming
DATE OF DISLAY	July 4, 2020
CONTACT	Dave Lansang
PHONE	Dave_Lansang@rswy.net
ADDRESS	
CONTRACT TERMS	Payment is due July 4, 2020.

DESCRIPTION

FIREWORKS WEST INTERNATIONALE WILL PROVIDE, SHOOT, AND INSURE, A CUSTOM
DESIGNED FIREWORKS DISPLAY WITH THE FOLLOWING SHELL COUNTS....

2.5" SHELLS...480 4" SHELLS....216 6" SHELLS...36
3" SHELLS...300 5" SHELLS....216

SHOW VALUE AND TOTAL COST OF THE DISPLAY, LABOR, AND INSURANCE POLICY...
\$20,000.00

FINAL COST...\$20,000.00



BUYER SIGNATURE



DATE

FIREWORKS WEST INTERNATIONALE

DATE

FIREWORKS WEST INTERNATIONALE
1730 EAST 1550 NORTH
LOGAN, UTAH 84341
435 757 1552