

2019
6/11/19

RESOLUTION NO. 2019-90

A RESOLUTION ACCEPTING AND APPROVING AN AMENDED 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 AMENDED CONTRACT ON BEHALF OF THE CITY.

WHEREAS, a Fireworks Production Contract between the City of Rock Springs and Fireworks West Internationale, Inc., for a fireworks production to be held on July 4, 2019, was accepted and approved by the Governing Body on March 19, 2019, by Resolution 2019-37; and,

WHEREAS, Fireworks West Internationale, Inc., has submitted to the City of Rock Springs, Wyoming, an amended Fireworks Production Contract to amend the amount of liability insurance offered by Fireworks West Internationale, Inc.; and,

WHEREAS, the Governing Body of the City of Rock Springs has reviewed said amended 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 Amended Fireworks Production Contract 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 amended 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 amended contract a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

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 - #19-14

To: Honorable Mayor Timothy A. Kaumo and City Councilors

From: David M. "Dave" Lansang – Director – Parks and Recreation Department

Date: June 10, 2019

Re: Fireworks Insurance

Attached is an updated agreement with Fireworks West Internationale, Inc., the company who we contracted with a couple months ago for our fireworks show on July 4, 2019.

I was informed that when they went to acquire the liability insurance in the amount offered in the original agreement it would cost nearly half of what the total value of the contract (fireworks show) is. Apparently there are only four sources for this type of liability coverage and these costs have skyrocketed.

With that, the only amendment to the contract is the amount of liability insurance offered by Fireworks West Internationale, Inc. I have spoken to our city attorney about this change and he confirms that the one-million dollar liability policy now being offered will meet the city requirements.

If you have any further questions regarding this change, please contact me at any time.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "David M. Lansang", is written over the "From:" line of the email.

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, 2019, 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 signing of the contract, 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, 2019; 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