

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **2/11/2019**

Item No.: **9.c**

Department Approval



City Manager Approval



Item Description: Approve July 4th Fireworks Display Agreement

BACKGROUND

On July 4th each year as a part of Rosefest, a full day long community celebration takes place in Roseville Central Park. It is a time for the entire community to come together, celebrate community, have fun and engage. The day culminates with a fireworks display that entertains more than 20,000 people.

Enclosed is a proposed agreement with Pyrotechnic Display, Inc. to provide the fireworks display. The agreement has been prepared and reviewed by the City Attorney.

POLICY OBJECTIVE

To provide a safe and enjoyable community gathering event for Roseville.

FINANCIAL IMPLICATIONS

The 2019 budgeted amount for the fireworks display is \$15,000. The actual proposed agreement amount is \$15,000. The financial source is the 2019 adopted Parks and Recreation operating budget.

STAFF RECOMMENDATION

Based on the policy objective and a high level of interest and participation in this event, staff recommends approval of the attached agreement.

REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to sign the attached agreement with Pyrotechnic Display, Inc. to perform the 2019 fireworks display.

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachment A: Agreement

AGREEMENT

This Agreement is made this ____ day of _____, 2019, between City of Roseville, Ramsey County, Minnesota, ("City") and Pyrotechnic Display, Inc, 9405 River Road SE, Clear Lake, Minnesota, ("Contractor").

WITNESSETH:

WHEREAS, the City desires to provide a fireworks display for the 4th of July; and

WHEREAS, the Contractor is capable of fulfilling this need by rendering pyrotechnic expertise;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR

1. The Contractor for and in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00), including tax, to be paid hereinafter set forth, agrees to furnish the City one fireworks display, including the services of the Contractor's expert operators to be in full charge and to fire said display to be given on the evening of July 4, 2019, at Central Park, located in Roseville, Ramsey County, Minnesota, weather permitting.
2. Upon arrival at the shoot site on July 4, 2019, the Contractor must furnish the City with a shell inventory form outlining the specific quantities and sizes of each shell type that have been brought to the site. The Contractor must comply with the City requests to verify the sizes and counts of shells brought by the contractor.
3. Following the shoot, a shell count shall be conducted and any unused shells shall remain the property of the City to be stored by the Contractor. The Contractor agrees to furnish all equipment and all personnel necessary to set-up and shoot the fireworks display. The Contractor agrees to scan the designated shoot site for paper or garbage left from the display or its operators before departing the site.
4. The Contractor agrees to abide by safety standards and procedures as required by the City and as established by the American Pyrotechnic Association and the State of Minnesota.
5. The Contractor agrees to provide safety equipment for the crew including, but not limited to fire extinguishers, hearing plugs, hard hats, eye goggles, cotton coverings and First Aid supplies.
6. The Contractor shall obtain Fire Marshal permit from the City of Roseville for the fireworks display, complying with all additional requirements set forth by the City Fire Marshal.

7. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
8. The Contractor agrees that in order to protect itself and the City under the indemnity provision set forth herein, it will at all times during the term of this Agreement, keep in force policies of insurance as indicated in this contract.

The insurance protection will have the following limits:

A. Comprehensive Casualty General Liability;

- (1) Bodily Injury (including completed operations and products liability);
- (2) Property Damage Liability Insurance will provide explosion, Collapse and Underground coverages where applicable;
- (3) Personal Injury, with employment exclusion deleted:

\$5,000,000.00	Combined Single Limits
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B. Comprehensive Automobile Liability:

- (1) Bodily Injury

\$500,000.00	Each Person
\$1,000,000.00	Each Occurrence
- (2) Property Damage

\$100,000.00	Each Occurrence
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C. Workers' Compensation coverage:

The Contractor further agrees to name the City as additional insured in said insurance policies and to provide a certificate of said insurance to the City prior to commencing work. The Contractor agrees to notify the City twenty-five (25) days prior to cancellation or a change in any if the aforementioned insurance policies.

II. DUTIES OF THE CITY

1. The City agrees to furnish, at its cost, to the Contractor, sufficient space for the same and proper presentation of the fireworks display and all necessary Police protection, to provide the necessary perimeters for restricting the public from gaining access to the shoot site.
2. Upon execution of the terms of this Agreement, following the fireworks display on the night of July 4, 2019, payment shall be made in full by the City within two weeks.

III. MISCELLANEOUS

The parties agree that should inclement weather prevent the fireworks display from occurring on July 4, 2019, the Contractor shall be entitled to a fee charge of \$ 0.00

In the event of a cancellation for inclement weather, the fireworks display will be rescheduled to, a mutually agreed upon date within twelve (12) months.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, any and all personnel required in performing services under this Agreement. Personnel, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City, and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commissions or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.
2. The Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents, from any and all claims causes of actions, lawsuits, damages, losses or expenses, including attorney's fees, arising out of or resulting from the contractor's (including its officials, employees or agents) performance of the duties under this Agreement.
3. Any amendments to this Agreement shall be in writing and executed by the parties in the same manner as this Agreement.
4. This Agreement shall be interpreted under the laws of the State of Minnesota.
5. The parties mutually and severally guarantee the terms, conditions, and payments of the Agreement which shall be binding upon the parties, heirs executors, administrators, successors and assigns.

6. This Agreement shall not be assignable except at the written consent of the City.
7. This Agreement represents the entire agreement between the City and the Contractor and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties. Should any provision of this Agreement be deemed null, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full form and effect.

IN WITNESS WHEREOF, the parties have set their hands this _____ day
of _____, 2019.

CITY OF ROSEVILLE

By: _____
City Manager

By: _____
Mayor

AS TO FORM

By: _____

PYROTECHNIC DISPLAY, INC.

By: Mark C. Hanson

Mark C. Hanson
Its Display Sales and Designer