

RESOLUTION NO. 2019-15
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE
TO ENTER INTO A CONTRACT FOR THE YEARS 2019-2021
AND TO EXPEND FUNDS TO AMERICAN FIREWORKS COMPANY
IN THE AMOUNT OF \$20,000.00
FOR THE 2019 FOURTH OF JULY CELEBRATION
FIREWORKS DISPLAY**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to employ a qualified fireworks contractor for the Fourth of July Celebration for the years 2019-2021; and

WHEREAS, Shane McAviney, the Director of Parks and Recreation of Mayfield Village, reviewed proposals from fireworks contractors that were received in response to a request for proposals;

WHEREAS, American Fireworks Company submitted a proposal for \$20,000.00 for the 2019 Fireworks Display; and

WHEREAS, American Fireworks Company's proposal provided for the 2020 and 2021 Fourth of July Celebration in an amount to be determined in those respective years in order to allow the Village to determine the appropriate budget for those years; and

WHEREAS, after reviewing the proposals, Shane McAviney recommends that American Fireworks Company's proposal be accepted; and

WHEREAS, the Village of Mayfield, upon the recommendation of the Director of Parks and Recreation, wishes to accept American Fireworks Company's proposal and enter into contract for the Fourth of July Celebration fireworks display for the years 2019-2021. (Exhibit A).

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts the proposal of American Fireworks Company and approves and authorizes an expenditure of \$20,000.00 to American Fireworks Company for the Fourth of July Celebration fireworks display for the year 2019.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into contract with American Fireworks Company for the Fourth of July Celebration fireworks display for the years 2019-2021.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it authorizes a time sensitive contract for providing Village services and programs. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

JOSEPH M. SAPONARO
Council President

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

PASSED: _____, 2019

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

Display Date(s)
June 29, 2019
Dates To Be Determined in 2020 and 2021

CONTRACT

Show No.
S-718

THIS CONTRACT, prepared on the 21 day of January, 2019, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

MAYFIELD VILLAGE, OHIO, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: PARKVIEW SOCCER COMPLEX, 300 NORTH COMMONS BLVD., MAYFIELD VILLAGE, OHIO 44143

on the following date(s):

2019 DISPLAY DATE: SATURDAY, JUNE 29, 2019
2020 DISPLAY DATE: TO BE DETERMINED WITHIN 2020
2021 DISPLAY DATE: TO BE DETERMINED WITHIN 2021

circumstances permitting. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician shall make the final determination if the conditions are conducive for a safe and proper fireworks display. In the event that inclement weather or other cause beyond the control of DISPLAY COMPANY should prevent the display on the day(s) above mentioned, the display will then be held on:

2019 RAIN DATE: SUNDAY, JUNE 30, 2019
2020 RAIN DATE: TO BE DETERMINED WITHIN 2020
2021 RAIN DATE: TO BE DETERMINED WITHIN 2021

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

2019 DISPLAY YEAR: TWENTY THOUSAND DOLLARS (\$20,000.00)
2020 & 2021 DISPLAY YEARS: AN AMOUNT TO BE DETERMINED

This contract must be executed within thirty (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of Fifty Percent (50%) of the total agreed price per display year, by check made payable to AMERICAN FIREWORKS COMPANY by **April 1st of display year**. CLIENT shall pay the balance of said display(s) upon receipt of invoice after the fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability

and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

This contract shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY - DISPLAY COMPANY

MAYFIELD VILLAGE, OHIO - CLIENT

NANCY J. SORGI, President

SIGNATURE OF TITLE/AGENT

PRINTED NAME

DATE