

ORDINANCE NO. 19-21

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH CENTRAL STATES FIREWORKS
IN RELATION TO A FIREWORKS DISPLAY**

BE IT ORDAINED BY THE CITY COUNCIL OF COLLINSVILLE, ILLINOIS, that the Mayor is authorized to execute a contract with Central States Fireworks in relation to a fireworks display.

IT IS FURTHER ORDAINED that attached contract is approved in substantial form as attached hereto and made a part hereof by reference, and that the Collinsville City Manager and/or Corporate Counsel shall be and are hereby each authorized to execute and deliver all other documents necessary to carry out the purposes if the Contract.

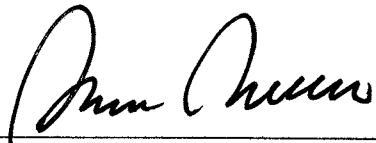
PASSED by the City Council and approved by the Mayor on March 25, 2019.

Ayes: Stehman, Green, Jerome, Brombolich, Miller

Nays: None

Absent: None

Approved: March 25_, 2019.



John Miller, Mayor

ATTEST:



Kim Wasser, City Clerk

CENTRAL STATES FIREWORKS

FINEST IN DISPLAY FIREWORKS
18034 Kincaid Street, Athens, IL 62613
(217) 636-7598 FAX (217) 636-7618

AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April 2019, by and between Central States Fireworks, Inc., having its principal place of business at Athens, Illinois, hereinafter referred to as Seller, and the City of Collinsville, Illinois, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 25,000.00 program submitted and accepted by the Buyer, including the services of the Seller's pyrotechnicians to take charge of and fire the pyrotechnic display on the evening of May 26, 2019, at approximately 8:30 p.m., weather permitting. Where applicable, sales taxes will be added to the above agreed upon amount unless a copy of the Buyer's tax exempt certificate is attached to this contract.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with this Agreement.
2. The Buyer shall pay to the Seller the sum of \$ 00.00 as a down payment upon execution of this Agreement. The balance of \$ 25,000.00 shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one percent (1.0%) per month shall be added to the unpaid balance if the account is not paid in full within thirty (30) days from the date of the show. Buyer agrees to pay all collection agency fees incurred by Seller if, after 90 days from date of display, Seller deems it necessary to hire a collection agency (unless other payment arrangements are made with Seller by Buyer).
3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the pyrotechnician at the rate of \$ 00.00 per hour or fractional part of an hour.
4. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD. If the display is cancelled within 48 hours of the display date, Seller shall be entitled to 15% of the contract price. If the display is cancelled after the Sellers pyrotechnicians are on site, Seller shall be entitled to fifteen percent (15%) of the contract price. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller.
5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage, in an amount not less than \$5,000,000. Products from sources other than Seller are not covered by this by this liability insurance. Buyer shall be listed as an additional insured on the insurance certificate and shall herein provide the following for any additional insureds (use another sheet for any additional entities):

Buyer: <u>City of Collinsville IL</u>	Reason: <u>SPONSOR</u>
Address: <u>125 So. Center St, Collinsville, IL 62234</u>	Phone: <u>618-346-5204</u>
Fire Department having Jurisdiction: <u>Collinsville Fire & Rescue</u>	
Address: <u>130 So. Clinton St, Collinsville, IL 62234</u>	Phone: <u>618-346-5022</u>
Name: _____	Reason: _____
Address: _____	Phone: _____
Name: _____	Reason: _____
Address: _____	Phone: _____

* Identify the reason for this entities inclusion as an additional insured (ie: sponsor, permitting authority, land owner, etc.)

6. The **specific** location of the display site _____

Address: 10 Gateway Drive City: Collinsville State: IL Zip code: 62234

Other information on site: _____

7. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees, that may or shall arise from the performance of the fireworks by the Seller. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

8. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

9. The Buyer agrees to provide:

- a. Sufficient area for display, to include minimum spectator set back as determined by Seller.
- b. Protection of the display area by roping off or similar facility.
- c. Adequate police or security protection to prevent spectators from entering display area.

10. Buyer agrees to obtain all necessary permits from the authorities having jurisdiction over the display.

11. No representation or affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be, a warranty by the Seller for any purpose, and shall give rise to any liability or obligation of the Seller whatsoever.

12. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto shall be responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

13. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties themselves, their heirs, executors, administrators, successors and assigns.

14. Seller shall procure and maintain liability insurance with minimum coverage limits of \$1,000,000/\$5,000,000 and shall cause Buyer to be listed as an additional insured on any applicable general liability insurance policy carried by Seller.

15. Any dispute resulting in litigation between the parties shall be conducted in the Circuit Court of Madison County, Illinois pursuant to all laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Central States Fireworks, Inc.

City of Collinsville, Illinois

BY: Lawrence H. Lafferty

BY: [Signature]

President 4/8/19
(Title) (Date)

[Signature] 3-27-19
(Title) (Date)

SELLER

BUYER