

RESOLUTION NO. 08-03-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH CREATIVE FIREWORKS COMPANY, INC. FOR THE TOWN'S JUNE 27, 2009 FIREWORKS DISPLAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida ("Town") agrees to enter into an Agreement with Creative Fireworks Company, Inc. to display fireworks for the Town's June 27, 2009 Fireworks Display; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Contract attached hereto as **Exhibit "A"** thereto, and all other necessary documents to effectuate the Contract.

Section 3. This Resolution shall be effective upon adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u> / </u>	<u> — </u>
VICE-MAYOR ED DALY	<u> / </u>	<u> — </u>
COMMISSIONER CHUCK BALIUS	<u> / </u>	<u> — </u>
COMMISSIONER JEFF CAREY	<u> / </u>	<u> — </u>
COMMISSIONER PATRICIA OSTERMAN	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution NO. 08-03-09 duly passed and adopted this 18 day of March, 2009.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois
DESCA DUBOIS
MAYOR

ATTEST:

Vivian M. Lemley
VIVIAN M. LEMLEY
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
SEAL

FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

AGREEMENT

This AGREEMENT, executed this 18 day of March, 2009, by and between Town of Lake Park, hereinafter called "TOWN", party of the first part, and CREATIVE FIREWORKS COMPANY, INC., a Florida Corporation, hereinafter called CONTRACTOR, party of the second part.

RECITAL

In consideration of the below agreement and covenants set forth herein, the parties agree as follows:

The CONTRACTOR agrees to furnish to the TOWN an exhibition of pyrotechnics, as per a program mutually agreed upon by both the TOWN and CONTRACTOR on the date and time as noted: June 27, 2009 & June 26, 2010 at 9:00 pm on que of the SPONSOR.

The TOWN agrees to furnish and set up rope lines and provide monitors i.e. law enforcement, security or marine patrol for crowd control, as required, for the protection of the public. The monitors shall remain in communication with the CONTRACTOR to immediately report any condition that may endanger the health and safety of any person or property.

The CONTRACTOR and/or TOWN will stop the display if any spectator enters the discharge area or any fall-out (i.e. sparks, debris) form the fireworks has been observed, or as reported by the monitors, in any area that may become hazardous life or property.

The TOWN agrees to provide an approved site acceptable by the local authority having jurisdiction for the discharge of the display of pyrotechnics, and described as: **Intercoatal Waterway east of Kelsey Park.**

The CONTRACTOR agrees to obtain all permits required by the local, state and federal authorities.

The CONTRACTOR agrees to furnish all material required for the exhibition.

The CONTRACTOR agrees to keep all pyrotechnics secure and dry in the event of rain and stormy weather.

The CONTRACTOR may test fire fireworks at any time prior to the exhibition to determine wind direction and fallout patterns and will aim all pyrotechnics away from the spectators viewing area.

The CONTRACTOR and TOWN agree in the event of rain or inclement weather, creating unsafe conditions as determined by the CONTRACTOR, that the display of pyrotechnics will be postponed to a day and time certain as identified by the TOWN. If the display is rescheduled to a date other than herein specified the TOWN will make the final payment in full, and make payment for the cost of personnel time and material, explosive storage and handling charges. Such additional cost shall not exceed 25% of the total show cost as herein specified.

The CONTRACTOR and TOWN agree to inspect the discharge site and all surrounding areas immediately after the event. During said inspection any used explosives will be removed by the CONTRACTOR. The CONTRACTOR shall also remove all materials utilized in the process of preparing for and performing the exhibition. The TOWN will provide final clean-up and removal of paper and debris that remain following the display.

The CONTRACTOR agrees to carry liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate, for any and all injuries and/or damage that might be caused to any person, persons and/or property by reason of any defective pyrotechnics, apparatus, equipment or fixtures furnished by CONTRACTOR or its employees in connection with the exhibition hereinabove agreed to be given. The TOWN shall be included as an additional insured on the liability insurance policy provided by the CONTRACTOR.

CONTRACTOR shall indemnify and hold harmless the Town, its elected and appointed officials, employees, contract employees, agents, or consultants from any and all liability arising from CONTRACTOR'S exhibition.

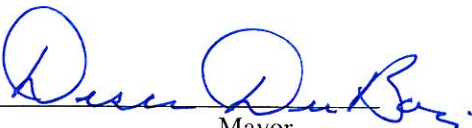
The TOWN agrees to pay to CONTRACTOR the sum of \$15,000.00 per show, **\$30,000 total for both shows paid as follows: \$7,500.00 deposit paid with the signed contract \$7,500.00 on June 27, 2009 for the 2009 show. \$7,500.00 deposit due April 1, 2010 with the remaining balance of \$7,500.00 due on June 26, 2010 upon completion of the contract.**

The TOWN may increase the budget of the display as deemed acceptable to the CONTRACTOR.

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the Laws of Florida in all respects without reference to the laws of any other state or nation. Quotations, contracts and deliveries are contingent on causes beyond control of CONTRACTOR.

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


TOWN ON LAKE PARK



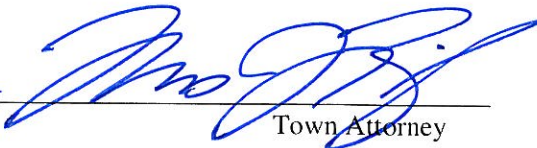
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



Town Clerk



Town Attorney

FLORIDA

Witnesses as to CONTRACTOR: CREATIVE FIREWORKS COMPANY, INC.
a Florida corporation.

Witness:  Title: Director of Operations

Corporate Seal