

EMERGENCY RESOLUTION NO. 11-2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND ROZZIS' FAMOUS FIREWORKS FOR A DISPLAY DURING THE SEPTEMBER 23, 2017, BICENTENNIAL BIRTHDAY CELEBRATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe is celebrating its 200th birthday during 2017; and

WHEREAS, the Public Involvement Committee has recommended that Council authorize the display of fireworks on September 23, 2017, as part of the Bicentennial Birthday Celebration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

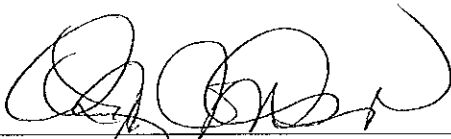
SECTION 1: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Rozzis' Famous Fireworks for a display during the September 23, 2017, Bicentennial Birthday Celebration pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof in an amount not to exceed \$20,000.00.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to enter into the contract at the earliest possible date to secure a fireworks display for September 23, 2017. Therefore, this measure shall take effect and be in full force from and after its passage.


PASSED: February 14, 2017

ATTEST:

APPROVED:



Clerk of Council



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Clerk of Council
City of Monroe, Ohio

**ROZZI INC dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT**

This Agreement entered into this 8th, of February 2017, by and between **ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **City of Monroe, Lions Club** ("Buyer") WHEREAS, Rozzi's' has submitted its proposal to display fireworks at an event to be held the 23rd, day of September 2017, and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event. In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on September 23rd, 2017 at the location of **Monroe Community Park, Monroe, OH (Event Site)** Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display, to comply with regulations outlined in NFPA 1123-2006 edition, ORC §3743.54, FM 1307, and the local regulations required by the AHJ. **Please specify a rain out date: _____**
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$20,000.00** for insurance, material, labor and services rendered in the setup and firing the fireworks display ("Contract Price"). Payment shall be made as follows: \$4000.00 Due upon the signing of this contract. The balance of **\$16,000.00** to be paid within 10 days after completion of the fireworks display.
6. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 5 above the following:
 - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such cost and expenses are to be at the cost and expense of Buyer and shall be paid to Rozzi's'.
 - (B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.
 - (C) Should the event be canceled and no make up date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's', and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

7. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2006 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2006 edition, ORC §3743.54; FM 1307 and local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.
8. This Agreement shall not be construed to create a partnership between the parties hereto.
9. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____ day of _____, 2017

SELLERS:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By _____

President

Its _____

BUYER:

(name of Buyer)

By _____

Its _____