

City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: June 1, 2016	Department: Finance
Meeting Date: June 7, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

**Subject:**

*Contract Approval for the Fireworks Display with Lantis Productions for the July 4, 2016.*

**Background/Alternatives:**

*A contract with Lantis Productions for the July 4, 2016 Fireworks Display.*

**Attachments:**

*Contract*

**Fiscal Impact:**

*Funds are available in 15.000.000.FIREWO.63.30 in the amount of \$10,000.*

**Staff Impact:**

*N/A*

**Legal Review:**

*Approval received.*

**Suggested Motion:**

*I move to approve the contract with Lantis Productions for the City's July 4, 2016 Fireworks Display, in the amount of \$10,000.*

**FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER**

**THIS CONTRACT, entered into on April 29, 2016 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and City of Green River, Wyoming (hereinafter referred to as CLIENT).**

**WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.**

**CLIENT shall pay LANTIS the sum of Ten Thousand and No/100 (\$10,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:**

<b>1. Due upon execution of contract</b>	<b>\$ 5,000.00</b>
<b>2. Due ten days prior to the show</b>	<b>\$ 5,000.00</b>
<b>Total:</b>	<b>\$ 10,000.00</b>

**All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.**

**Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.**

**The said display is hereby scheduled to be performed on July 4, 2016. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.**

**If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.**

**CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.**

**CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local**

**fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.**

**Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.**

**CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.**

**LANTIS shall provide insurance coverage for the following amounts and specified risks only:**

**Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.**

**Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.**

**It is agreed that this contract shall be governed by the laws of the State of Wyoming. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction within Sweetwater County, Wyoming shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.**

**It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.**

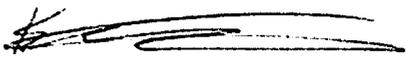
**Additional Provisions: This is the first year of a 2 year contract, with a one year option, as per bid awarded 2016. This provision stands as the OPT OUT clause: Should either party be unable to meet the financial requirements by Monday, April 3, 2017, to allow for the second year of said contract, neither party shall be held liable, and contract will be deemed as having been fulfilled upon final payment for the 2016 production.**

**IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.**

**LANTIS**

**Executed on behalf of LANTIS PRODUCTIONS INC. on April 29, 2016 at Fairfield, UT.**

**Lantis Productions Inc.**

by:   
\_\_\_\_\_ **Kenneth L. Lantis, President**

**CLIENT**

**Executed on behalf of \_\_\_\_\_ this day of \_\_\_\_\_, 2016**  
**At \_\_\_\_\_**

**by: \_\_\_\_\_**

**Title: \_\_\_\_\_**

# CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 16094

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: City of Green River

Billing Address: City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

Show Date: July 4, 2016 Approximate Time: 10:00 PM

Length of Show: 18 minutes

Show Location: Green River Public Works Department  
325 East Teton Blvd.  
Green River, WY 82935

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2<sup>ND</sup> Alternate

Chris Meats

Name

Name

Address

Address

50 East 2<sup>nd</sup> North

City, State, Zip

City, State, Zip

Green River, WY 82935

Phone Office 307-872-6125

Phone Office \_\_\_\_\_

Home \_\_\_\_\_

Home \_\_\_\_\_

Cell \_\_\_\_\_

Cell \_\_\_\_\_

Specific Address of Display Site:

Green River Public Works Department  
325 East Teton Blvd.  
Green River, WY 82935

**Extremely Important**

**Nearest Airport:**

Rock Springs- Sweetwater County Airport

Approximate Distance: 21.6 miles

**INSURANCE CERTIFICATE REQUISITION**  
**Lantis Productions Inc.**

**Show: 16094**

**Client Name: City of Green River**

**Address: City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935**

**Display Date: July 4, 2016**

**Approximate Time: 10:00 PM**

**Location of Display: Green River Public Works Department  
325 East Teton Blvd.  
Green River, WY 82935**

**Exact Names of those to be insured: City of Green River, Green River Volunteer Fire Dept.**

**Name of Site Property Owner: City of Green River**

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**Insurance Certificate is to be issued to: City of Green River**

**Address: 50 East 2<sup>nd</sup> North, Green River, WY 82935**

**This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).**

**The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.**

**REQUEST FOR DIAGRAM OF FIRING AREA**  
**Lantis Productions Inc.**

**Show: 16094**

**Dear Customer: City of Green River**

**In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.**

**The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.**

**Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!**

**Lantis Productions Inc.**