

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE May 6, 2014

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Hold the Nineteenth Annual Fireworks Celebration on Friday, July 4, 2014, at Woodward Reservoir Regional Park

STAFF RECOMMENDATIONS:

1. Authorize the Department of Parks and Recreation to hold the Nineteenth Annual Fireworks Celebration on Friday, July 4, 2014, at Woodward Reservoir Regional Park located off of 26 Mile Road in the unincorporated area of Stanislaus County.
2. Authorize the Director of Parks and Recreation to promote and support activities related to the Nineteenth Annual Fireworks Celebration.
3. Authorize the Director of Parks and Recreation, or designee, to sign the necessary contractual agreements for the event.

FISCAL IMPACT:

If approved, one-time costs for this event and its related activities, including overtime are estimated at \$38,505.18. These costs include but are not limited to: \$22,500 for the fireworks show, \$660 for permits, \$500 for advertisement, \$2,666.08 for Stanislaus Consolidated Fire support services, \$7,144.10 for the California Highway Patrol, \$775 for Caltrans support services, and \$1,260 for barricades and directional signage. The Department of Parks and Recreation will spend approximately \$3,000 in overtime for no more than 200 hours of additional staff time. These costs will be offset by revenues collected during the weekend event and are accounted for in the Parks and Recreation budget. (Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2014-212

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Hold the Nineteenth Annual Fireworks Celebration on Friday, July 4, 2014, at Woodward Reservoir Regional Park

FISCAL IMPACT (Continued):

Last year, the fireworks celebration was held on Saturday, July 6, 2013. The event brought in an estimated \$205,403 in revenue over a five-day period beginning on Thursday, July 4, 2013.

DISCUSSION:

For the past eighteen years, the Department of Parks and Recreation (Department) has held an annual fireworks celebration at Woodward Reservoir Regional Park. The Woodward Reservoir Annual Fireworks Celebration provides citizens and visitors of Stanislaus County the ability to celebrate Independence Day in a safe environment by providing traditional firework festivities. Through this annual event, the County continues to strengthen its community image and sense of place by providing a celebration of this Federal holiday commemorating the adoption of the Declaration of Independence on July 4, 1776. In order to conduct this event, the Department proposes to enter into an agreement with J&M Displays (Attachment A) to provide the fireworks display.

The Annual Fireworks Celebration will be promoted through public service announcements via newspaper and other media outlets. Flyers and posters will be distributed at Modesto and Woodward Reservoirs, County facilities, and local businesses throughout the County.

The California Highway Patrol will handle traffic near Woodward Reservoir by providing uniformed personnel to assist in the ingress and egress of motorists on adjoining county roadways and highways (Attachment B). Stanislaus County Sheriff Deputies will be on reservoir grounds throughout the event for the safety and security of park patrons.

POLICY ISSUES:

Approval of this agenda item to hold the Nineteenth Annual Fireworks Celebration on Friday, July 4, 2014, is consistent with the Board's priorities of A Safe Community, Effective Partnerships, and the Efficient Delivery of Public Services. The Department of Parks and Recreation strives to manage its facilities by ensuring that events remain safe while providing community connections and families an opportunity to gather and enjoy the outdoors.

STAFFING IMPACT:

The recommended action will require no more than 200 hours of overtime to effectively manage the Nineteenth Annual Fireworks Celebration.

CONTACT PERSON:

Jami Aggers, Director of Parks and Recreation
Telephone: (209) 525-6770



J&M Displays West
P.O. Box 3444
Diamond Springs, CA 95619
916-870-0531 Phone
530-626-7444 Fax

FIREWORKS PRODUCTION AGREEMENT Program A

This agreement ("Agreement") is made this _____ day of _____, 2014 by and between J&M Displays West an Iowa corporation, hereinafter referred to as ("J&M"), and Stanislaus County Parks & Recreation, hereinafter referred to as ("BUYER"). J&M and BUYER are sometimes referred to as "Party" or collectively as "Parties" herein.

1. SERVICES TO BE PROVIDED:

The BUYER hereby engages J&M and J&M hereby agrees to provide the services necessary or required to design, create, develop, construct, maintain and otherwise produce for the BUYER the Fireworks Production (collectively, the "PRODUCTION") required by the BUYER for the production as detailed in attached Program "A".

J&M Duties — J&M shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, apply for all pyrotechnic permit and insurance covering the Production and the other things on its part to be performed as set forth below in this Agreement.

BUYER Duties — BUYER shall provide to J&M a suitable site ("Site") for the Production, security for the Site as set forth below, access to the Site, and acquire any permission necessary to utilize the Site for the Production. All Site arrangements are subject to J&M's reasonable approval as to safety, suitability, and security. All other conditions of the Site shall be the responsibility of BUYER, including, but not limited to, access, use, and control, parking and general safety with respect to the public, BUYER personnel and other contractors. BUYER shall also pay for the cost of all permits and fire watch fees. BUYER shall provide secure parking for J&M's vehicles on the show site. BUYER shall provide clean dry sand, if required, for mortar boxes or troughs.

2. Time For Performance:

The Production shall take place on July 4, 2014. The production will occur at approximately 9:30 p.m. **Approximately 20 to 25 Minutes** at the site Located at: Woodward Regional Park, Oakdale, Ca.

3. COMPENSATION:

Provided J&M is not in breach of this Agreement and has rendered all services required by the BUYER hereunder, during the Term, the BUYER shall pay J&M the following sums, all shown in U.S. dollars, as follows:

A. Terms and Condition

- 1) Fee and Deposit Upon execution of this agreement, unless otherwise mutually agreed upon terms have been established; BUYER agrees to pay J&M a fee of \$22,500.00 USD (TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS) for the Production. BUYER shall pay to J&M \$11,250.00 USD (ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS) plus estimated permit and standby fees, specified production costs, and other regulatory costs estimated at (\$660.00), for a total of \$11,910.00, as a deposit ("Deposit").
- 2) Therefore the show cost is \$22,500.00
- 3) Permit Fee \$ 660.00
- 4) Total \$ 23,160.00
- 5) Deposit 50% & Permit fee \$ 11,910.00
- 6) Balance \$ 11,250.00

The Deposit must be received no later than, April 4, 2014.

The balance of \$11,250.00 USD (ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS) shall be paid no later than July 14, 2014.

B. Weather Delay/Cancellation:

If Buyer postpones or cancels the fireworks display 10 or more days prior to the display date, there will be no charges assessed to Buyer.

If the Buyer cancels the fireworks display up to 10 days prior to the show date, but not including the day of the show, Buyer will be responsible for paying 30% of the contract price for full settlement of this Agreement.

If the Buyer cancels the fireworks display on the day of the show, Buyer is responsible for paying to the Seller the shoot fee cost, delivery fee cost, and 30% of the contract price for full settlement of this Agreement.

Rain Date: Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ . If the display is postponed to the mutually agreed Rain Date, the Buyer is responsible for paying to the Seller an additional shoot fee cost and delivery fee cost

- B. To the extent that changes required by the BUYER in the plans cause a material increase in the cost of producing the production, J&M shall promptly notify the BUYER in writing of the approximate amount of such increase, and the BUYER and J&M shall in good faith determine an appropriate increase in the compensation payable to J&M pursuant to clause 3 (A) above. If the parties cannot agree upon an appropriate increased amount in writing, the original agreement must be performed.
- C. **Interest** - In the event that the Fee is not paid in a timely manner, BUYER agrees to payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

4. WARRANTIES AND INDEMNIFICATION:

1) It is hereby represented and warranted that:

a) **Claims:** The Production shall be free from any and all claims, liens, judgments, or suits of any nature, and that implementation of the production will not impair or interfere with the BUYER's use of the Production or any other rights granted to the BUYER hereunder, and that in connection with the services rendered by the J&M, J&M will not knowingly violate or infringe upon the trademark, trade name, copyright, patent, literary right or any other right of any other person, firm or corporation.

b) BUYER represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production including but not limited to music rights or royalties for public performance.

2) **Condition:** The Production, when setup and executed correctly as designed and specified by J&M, will be suitable for the purposes intended, and will not utilize any practice which is likely to cause personal injury or other health hazards to persons viewing the production as contemplated hereunder or working within the recommended proximity

of the production.

3) The BUYER hereby represents and warrants that it has ascertained that the requisite ceiling heights and or display fallout radius as specified by J&M will be available and appropriate safety clearances will be maintained over and around the production at all times prior to while the production is in performance.

4) BUYER shall indemnify, hold harmless, and defend J&M from and against any and all claims, actions, damages, liability and expenses, including but not limited to attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of BUYER, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

J&M shall have no responsibility for monitoring or controlling BUYER's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

J&M shall indemnify and hold harmless the BUYER and its officers, directors, shareholders, employees and representatives from and against any and all cost, liability, damages and expense (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of J&M, their officers, agents, contractors, providers, or employees.

5. OWNERSHIP OF PRODUCTION:

All rights to the Production and the design thereof shall be the property of J&M, who shall retain all copyright, trademark and other proprietary rights in the Production.

6. OWNERSHIP OF PROCEEDS:

All of the proceeds of the services rendered hereunder by J&M are works specifically ordered by the BUYER, and the BUYER shall have the free and unrestricted right to use and exploit the production in any manner whatsoever as the BUYER may designate in its sole discretion. J&M reserves the right to use images of the production on its own website and promotional materials within the extent provided by and subject to copyright laws. In all cases the photos will be credited to the owner.

7. INSURANCE:

J&M shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with J&M's performance of this Agreement: (1) Ten Million dollars per occurrence of commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) Five Million dollars Automobile liability insurance; (3) One Millions dollars Workers' compensation insurance, and unemployment insurance as required by law. In connection with workers' compensation insurance, J&M is furnishing the Crew's services to the BUYER, thus, for the purposes of any and all applicable workers' compensation statutes, no employment relationship exists between the Crew on the one hand and the BUYER on the other since J&M is the "general employer" of the Crew and the BUYER is merely their "special employer" as such terms are understood and used within the context of workers' compensation law.

General Liability Insurance is to protect BUYER from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from J&M's performance of

this Agreement, only. Such insurance shall not include claims which arise from BUYER's negligence or willful conduct or from failure of BUYER to perform its obligations under this Agreement, coverage for which shall be provided by BUYER.

8. Clean-up:

J&M shall be responsible for the removal of all equipment provided by J&M and clean up of any live pyrotechnic debris resulting from the production. BUYER shall be responsible for any other clean-up which may be required of the Production, set-up, discharge and fallout areas, including any environmental clean-up.

9. Safe Display Operation:

J&M and BUYER shall each comply with all applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within J&M's sole discretion to determine whether or not the Production may be safely discharged or continued, or for J&M to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of J&M.

10. MISCELLANEOUS PROVISIONS:

Limitation of Liability: Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 4 and 7 above, in the event BUYER claims that J&M has breached this Agreement or was otherwise negligent in performing the Production provided for herein, BUYER shall not be entitled to claim or recover monetary damages from J&M beyond the amount BUYER has paid to J&M under this Agreement, and shall not be entitled to claim or recover any consequential damages from J&M including, without limitation, damages for loss of income, business or profits.

Force Majeure: BUYER agrees to assume the risks of weather, strikes or other labor troubles, fire damages to or destruction in whole or part of merchandise or the manufacturing plant(s), civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of J&M which may prevent the Production from being discharged on the scheduled date. These events will excuse J&M from the performance of the Agreement.

No Joint Venture: It is agreed, nothing in this Agreement or in J&M's performance of the Production shall be construed as forming a Partnership or Joint Venture between BUYER and J&M. J&M shall be and is an independent contractor with BUYER and not an employee of BUYER. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

Assignment: The BUYER may transfer or assign this Agreement or all or any part of its rights hereunder to any person, firm or corporation, and this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of either of the parties hereto. No such transfer or assignment, however, shall relieve the BUYER of its obligations to J&M hereunder unless the transferee or assignee shall assume in writing such obligations. J&M may assign its right to receive revenues hereunder, but otherwise it shall not assign any of its obligations or rights relating to this Agreement.

Notices: All notices (and statements and payments, if applicable) shall be in writing and shall be given by the parties personally or by mailing (postage prepaid), or by faxing with copy by mail same to the appropriate party at the addresses set forth below:

J&M — J&M Displays West, PO Box 3444, Diamond Springs, CA 95619

Or, for overnight delivery to: J&M Displays West, 18060 170th Ave, Yarmouth, IA 52660

BUYER — Stanislaus County Parks & Recreation, 3800 Cornucopia Way, Modesto, Ca.95358

The date of receipt of such personal delivery, mailing or faxing shall be presumed to be not later than two (2) days following submission of such notice, statement or payment, properly addressed to the applicable party.

Governing Law: The laws and judicial decisions of the State of California applicable to agreements entered into and to be wholly performed therein shall govern this Agreement.

Additional Documents: The parties hereby agree to execute such additional document(s) as may be reasonably necessary or desirable in order for either of such parties to enforce their respective rights hereunder.

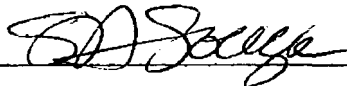
Entire Agreement: This Agreement expresses the binding and entire agreement between the BUYER and J&M and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. All terms of the Agreement are in writing and may only be modified by written agreement of both parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

Severability: This agreement shall become effective after it is executed and accepted by the BUYER and after it is executed and accepted by J&M at its offices in Yarmouth, IA. This Agreement shall be binding upon all Parties hereto and upon their heirs, successors, executors, administrators, and assigns.

EXECUTED as of date first written above:

J&M DISPLAYS WEST

STANISLAUS COUNTY PARKS & REREATION

By: 

By: _____

STEVE SOUZA


It's: _____

VICE PRESIDENT

STEVE SOUZA
(Print Name)

(Print Name)

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY


DATE: 9/29/2014



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 Diamond Springs, CA 95619
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 EMAIL: ssouza@jandmdisplays.com

Stanislaus Parks & Recreation July 4th 2014

Opening - 3 Inch Finales

2 Report and palm finale 10 shot with rising tails
 Type shell count 20

Opening - 6 Inch Color Shells

1 Half blue and half red with midnight snow ring
 Type shell count 1
 Category shell count 21

Main Event - 3 Inch Color Shells

- 3 Blue peony
- 3 Half and half peony assorted
- 3 Red peony
- 3 White peony
- 3 Brocade to silver snakes
- 3 Chrys to Silver Strobe
- 3 Colorful Octagon 10 Point Chrys (R.G.B.Y)
- 3 Golden Dragons (Glitter)
- 3 White Chrys w/Silver Sparkles
- 3 White flashing willow silver tail

- 2 Assortment J of 20 different J&M Brand Shells (with reports)
- 3 Asst N of 20 diff J&M Brand shells w/reports W/O CONNECTORS
- 1 Assortment X of 10 different pairs J&M Brand shells gold tail

Type shell count 150

Main Event - 3 Inch Special Effect Shells

- 2 Artillery
- 2 Green strobe
- 3 Pink and Lemon with Silver serpents
- 3 Sunflower Yellow brocade tail

Type shell count 10

Main Event - 4 Inch Color Shells

- 1 Brocade to silver snakes
- 1 Chrys to Silver Strobe
- 1 Glitter crossette flower crown tail
- 1 Golden Crown to Multi Color
- 1 Half blue and half red with midnight snow ring
- 1 Multi-color comets
- 1 Rainbow colored dahlia w/glittering pistil
- 1 Three color comet shell with pistil assorted
- 1 Asst C Of 20 diff J&M Brand shells W/O CONNECTORS
- 2 Asst J of 20 diff J&M Brand shells (Low fallout) mixed tails
- 2 Asst M of 20 diff J&M Brand shells mixed tails

- 1 Asst O of 20 diff J&M Brand shells (low fall) mixed tails

Type shell count 128

Main Event - 4 Inch Special Effect shells

- 2 Butterfly pattern
- 2 Double Crackling crackling tail
- 2 Glittering silver to red to blue chrysanthemum silver tail
- 2 Gold lace kamuro with variegated pistils gold tail
- 2 Green strobe
- 2 Red and blue with whistles
- 2 Sunflower Red brocade tail
- 2 Vortex color crossette ring assorted

Type shell count 16

Main Event - 5 Inch Color Shells

- 1 Blue star pattern
- 1 Double Crackling crackling tail
- 1 Four section peony rising whistle
- 1 Glitter chrysanthemum
- 1 Glitter rays with pistil - assorted
- 2 Heart Pattern
- 1 Red star pattern
- 1 Ring to dark to peony assorted
- 1 Saturn star assorted
- 1 Silver Tourbillion Double Ring w/Red & bBlue Pistil
- 1 Asst A of 15 diff J&M Brand (low fall) mixed tails

- 1 Asst C of 15 diff J&M Brand shells mixed tails
- 1 Assortment F Of 15 different J&M Brand shells
- 1 Asst J of 15 diff J&M Brand Shells mixed tails
- 1 Asst M of 15 diff J&M Brand Shells mixed tails

Type shell count 86

Proposal number: 3508

Designed on: 9/6/2013

Printed on: 9/11/2013



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**Stanislaus Parks & Recreation
 July 4th 2014**

Main Event - 6 Inch Special Effect Shells

- 2 Butterfly pattern
- 1 Gold lace kamuro with spangle, red and blue pistils
- 2 Gold rain dandelion with gold rain trunk
- 2 Green strobe shell of shells
- 1 Happy face pattern
- 1 Happy kamuro chrys.
- 1 Kamuro Chrysanthemum with Crackling
- 1 Midnight snow with red pistil
- 1 Red gamboge to crackling w/spangle crackling pistil
- 2 Two color change to flash peony, assorted silver tail
- 1 Variegated diadem chrysanthemum with variegated pistil

Type shell count 15

Main Event - 6 Inch Color Shells

- 1 Glittering to orange with purple pistil
- 1 Glittering willow gold glittering tail
- 1 Gold willow with red flashing pistil red tail
- 1 Red to blue to white strobe
- 1 Silver to green with purple pistil
- 1 Kamuro with flowers gold tail
- 1 Rainbow crosselle
- 1 Willow with multiflash with purple, pink, lemon pistils gold glittering tail
- 1 Assortment P of 9 different J&M Brand Shells mixed tails
- 1 Assortment C of 9 different J&M brand shells mixed tails

Type shell count 26

Main Event - 6 Inch Special Effect Shells

- 1 Glittering silver to red to blue chrysanthemum silver tail
- 1 Golden Glitter with Blue Pistil
- 1 Kamuro Chrysanthemum with Crackling
- 1 Multicolor Brocade Ring w/Popping Flowers Pistil
- 1 Silver Kamuro with red and blue pistil silver tail
- 1 Smiling face pattern
- 1 Variegated diadem chrysanthemum with variegated pistil

Type shell count 7

Main Event - 8 Inch Color Shells

- 1 Chrysanthemum with multiple layer pistil
- 1 Crossette ring with crackling pistils
- 1 Red to white to blue to silver
- 1 Sea blue peony with orange pistils
- 1 Silver plum crossette chrysanthemum
- 1 Silver spider with orange pistil
- 1 Two color change with red brocade pistil assorted
- 1 White flashing willow gold tail

Type shell count 8

Main Event - 8 Inch Special Effect Shells

- 1 Brocade to Blue to Silver waves with red pistil
- 1 Golden Crown(Dark Willow) Color change to Red Strobe
- 1 Red Peony to Golden Glitter
- 1 Shell of Shells w/ Colorful Rings

Type shell count 4

Category shell count 450

False finales - 3 Inch Finales

- 2 Color and report finale 10 shot with tails

Type shell count 20

False finales - 4 Inch Finales

- 1 Color finale 8 shot silver tail

Type shell count 8

False finales - 5 Inch Special Effect Shells

- 1 Golden wave to purple, blue and red chrys

Type shell count 1

Category shell count 29

Finales - 3 Inch Finales

- 3 Glittering Willow finale 10 shot gold tail
- 19 Peony with palm pistil finale (3.4 sec dur.) 10 shot silver tail
- 6 Report and palm finale 10 shot with rising tails

Type shell count 280

Finales - 4 Inch Color Shells

- 3 Multicolor peony

Type shell count 3

Finales - 4 Inch Finales

- 3 Peony with palm pistil finale 8 shot
- 1 Red white and blue dahlia finale 8 shot

Type shell count 32



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Stanislaus Parks & Recreation July 4th 2014

Finales - 6 Inch Special Effect Shells

- 3 Brocade Crown w/R. & B. Willow Pistil
- 3 Red to Blue Shell of Shells

Type shell count 6

Finales - 8 Inch Color Shells

- 1 Glittering willow gold tail

Type shell count 1
Category shell count 322

Proposal number: 35084

Designed on: 9/6/2013

Printed on:

9/11/2013

www.jandmdisplays.com



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Stanislaus Parks & Recreation July 4th 2014

This show includes delivery, spectator liability insurance, equipment, and labor to set up and fire the display.

Total shell count: 822	Packing check: 185
Total price of show: \$22,500.00	Estimated weight in pounds: 807
	Date of display: 7/4/2014

Proposal print 9

Please note the following:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safe-guarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

Shell Summary:

Opening

<u>Diameter</u>	<u>Shell count</u>
6	1
3	20
Opening Shell count	21

Main Event

<u>Diameter</u>	<u>Shell count</u>
8	12
6	33
5	101
4	144
3	160
Main Event Shell count	450

False finales

<u>Diameter</u>	<u>Shell count</u>
5	1
4	8
3	20
False finales Shell count	29

Finales

<u>Diameter</u>	<u>Shell count</u>
8	1
6	6
4	35
3	280
Finales Shell count	322

Total shell count: 822

Proposal number: 35084 Designed on: 9/6/2013 Printed on: 9/11/2013

J&M Displays West
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530.626.7444 Fax

SCOPE OF WORK
J&M DISPLAYS WEST (J&M)
And
STANISLAUS COUNTY PARKS & RECREATION (BUYER)

Date of Display: July 4, 2014
Time of Display: 9:30 PM
Display Site: Woodward Regional Park, Oakdale, Ca.

SERVICES PROVIDED BY J&M DISPLAYS WEST:

- Furnish all shells/Fireworks product
- Manage and design Show
- Application or specific permits relating to production.
- Meet all standard and federal regulations regarding transportation and storage
- Provide all firing equipment and firing system

INSURANCE REQUIREMENTS:

Commercial General Liability
Per Occurrence
(Bodily Injury & Property Damage)

Business Auto Liability
Per Occurrence
Owned – Non-Owned and Hired Autos
(Bodily Injury & Property Damage)

Workers Compensation
Unemployment Insurance
Per Occurrence

LIMITS:

\$10,000,000.00

\$5,000,000.00

\$1,000,000.00

BUYERS RESPONSIBILITIES:

- All site costs, site security, Police and Fire Department standby personnel. All additional personnel shall be fully insured and the sole responsibility of Buyer.
- Coordination and any applicable non- firework permitting with local, state or federal government that may hold authority within Production.
- Costs for all permits required for the production and the event as a whole.
- Provision of a Safety Zone in accordance with Local Jurisdictions throughout the entire time the Crew are at the show site or the load site (if different) on the date of show and all set-up and load-out dates.
- 24 hour on site security for any time the Firework worksites are unattended by Crew.
- General Services including but not limited to, site and audience security, fencing secure parking for Crew vehicles, access to washrooms, fire suppression equipment, access to worksites, will be required as necessary.
- List of Additional Insured.

THIS AGREEMENT, Reimbursable Services Control Log # R-13-465-xxxx made and entered into this _____ day of _____, _____, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Stanislaus County Parks and Recreation Department, hereinafter called Stan Co. Parks and Rec.

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when traffic control security services vehicle inspections other details for _____ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Woodward Resivoir July Fireworks Show
2. The term of this Agreement will be 07/03/2014 to 07/06/2014
3. The CHP coordinator shall be Sergeant Ben Moser, telephone number (209) 545-7440
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. Stan Co. Parks and Rec. agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.
Stan Co. Parks and Rec. agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. Stan Co. Parks and Rec. shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from Stan Co. Parks and Rec. thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
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Officer:	<u>61.00</u>	hrs.	@	\$ <u>79.25</u>	\$ <u>4,834.25</u>
Vehicle mileage:	<u>900</u>	miles	@	\$ <u>0.96</u>	\$ <u>864.00</u>
Motorcycle mileage:	_____	miles	@	\$ _____	\$ _____
Other expenses:	_____				\$ _____
Total estimated cost:					\$ <u>7,144.10</u>

Note: If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

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 - a. Amount of deposit collected: \$ _____
 - b. Check number/purchase order number: _____
 - c. Cash receipt number: _____
 - d. Federal Tax Identification Number: _____

WITNESSETH: By and in consideration of the covenants and conditions herein contained,
Stan Co. Parks and Rec. and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA
Department of California Highway Patrol

REQUESTOR'S NAME

Commander Signature _____ Date _____

Signature _____ Date _____

Dennis Troxell
Printed Name

Cathy Gomez
Printed Name

Captain
Title

Grant Writer
Title

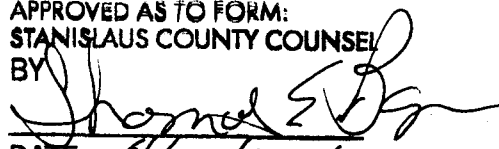
465
Location Code

3800 Cornocopia Ste. C
Address

Modesto CA 95358
City State Zip Code

Telephone Number _____

For use by City/County Clerk, if applicable	
Approved as to form by _____	Date _____

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY 
DATE: 4/29/2014



A050714
J&M Displays West
P.O. Box 3444
Diamond Springs, CA 95619
916-870-0531 Phone
530-626-7444 Fax

FIREWORKS PRODUCTION AGREEMENT Program A

This agreement ("Agreement") is made this 15 day of May, 2014 by and between J&M Displays West an Iowa corporation, hereinafter referred to as ("J&M"), and Stanislaus County Parks & Recreation, hereinafter referred to as ("BUYER"). J&M and BUYER are sometimes referred to as "Party" or collectively as "Parties" herein.

1. SERVICES TO BE PROVIDED:

The BUYER hereby engages J&M and J&M hereby agrees to provide the services necessary or required to design, create, develop, construct, maintain and otherwise produce for the BUYER the Fireworks Production (collectively, the "PRODUCTION") required by the BUYER for the production as detailed in attached Program "A".

J&M Duties — J&M shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, apply for all pyrotechnic permit and insurance covering the Production and the other things on its part to be performed as set forth below in this Agreement.

BUYER Duties— BUYER shall provide to J&M a suitable site ("Site") for the Production, security for the Site as set forth below, access to the Site, and acquire any permission necessary to utilize the Site for the Production. All Site arrangements are subject to J&M's reasonable approval as to safety, suitability, and security. All other conditions of the Site shall be the responsibility of BUYER, including, but not limited to, access, use, and control, parking and general safety with respect to the public, BUYER personnel and other contractors. BUYER shall also pay for the cost of all permits and fire watch fees. BUYER shall provide secure parking for J&M's vehicles on the show site. BUYER shall provide clean dry sand, if required, for mortar boxes or troughs.

2. Time For Performance:

The Production shall take place on July 4, 2014. The production will occur at approximately 9:30 p.m. **Approximately 20 to 25 Minutes** at the site Located at: Woodward Regional Park, Oakdale, Ca.

3. COMPENSATION:

Provided J&M is not in breach of this Agreement and has rendered all services required by the BUYER hereunder, during the Term, the BUYER shall pay J&M the following sums, all shown in U.S. dollars, as follows:

A. Terms and Condition

1) Fee and Deposit Upon execution of this agreement, unless otherwise mutually agreed upon terms have been established; BUYER agrees to pay J&M a fee of \$22,500.00 USD (TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS) for the Production. BUYER shall pay to J&M \$11,250.00 USD (ELEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS) plus estimated permit and standby fees, specified production costs, and other regulatory costs estimated at (\$660.00), for a total of \$11,910.00, as a deposit ("Deposit").

- 2) Therefore the show cost is \$22,500.00
- 3) Permit Fee \$ 660.00
- 4) Total \$ 23,160.00
- 5) Deposit 50% & Permit fee \$ 11,910.00
- 6) Balance \$ 11,250.00

of the production.

3) The BUYER hereby represents and warrants that it has ascertained that the requisite ceiling heights and or display fallout radius as specified by J&M will be available and appropriate safety clearances will be maintained over and around the production at all times prior to while the production is in performance.

4) BUYER shall indemnify, hold harmless, and defend J&M from and against any and all claims, actions, damages, liability and expenses, including but not limited to attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of BUYER, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

J&M shall have no responsibility for monitoring or controlling BUYER's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

J&M shall indemnify and hold harmless the BUYER and its officers, directors, shareholders, employees and representatives from and against any and all cost, liability, damages and expense (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of J&M, their officers, agents, contractors, providers, or employees.

5. OWNERSHIP OF PRODUCTION:

All rights to the Production and the design thereof shall be the property of J&M, who shall retain all copyright, trademark and other proprietary rights in the Production.

6. OWNERSHIP OF PROCEEDS:

All of the proceeds of the services rendered hereunder by J&M are works specifically ordered by the BUYER, and the BUYER shall have the free and unrestricted right to use and exploit the production in any manner whatsoever as the BUYER may designate in its sole discretion. J&M reserves the right to use images of the production on its own website and promotional materials within the extent provided by and subject to copyright laws. In all cases the photos will be credited to the owner.

7. INSURANCE:

J&M shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with J&M's performance of this Agreement: (1) Ten Million dollars per occurrence of commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) Five Million dollars Automobile liability insurance; (3) One Millions dollars Workers' compensation insurance, and unemployment insurance as required by law. In connection with workers' compensation insurance, J&M is furnishing the Crew's services to the BUYER, thus, for the purposes of any and all applicable workers' compensation statutes, no employment relationship exists between the Crew on the one hand and the BUYER on the other since J&M is the "general employer" of the Crew and the BUYER is merely their "special employer" as such terms are understood and used within the context of workers' compensation law.

General Liability Insurance is to protect BUYER from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from J&M's performance of

this Agreement, only. Such insurance shall not include claims which arise from BUYER's negligence or willful conduct or from failure of BUYER to perform its obligations under this Agreement, coverage for which shall be provided by BUYER.

8. Clean-up:

J&M shall be responsible for the removal of all equipment provided by J&M and clean up of any live pyrotechnic debris resulting from the production. BUYER shall be responsible for any other clean-up which may be required of the Production, set-up, discharge and fallout areas, including any environmental clean-up.

9. Safe Display Operation:

J&M and BUYER shall each comply with all applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within J&M's sole discretion to determine whether or not the Production may be safely discharged or continued, or for J&M to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of J&M.

10. MISCELLANEOUS PROVISIONS:

Limitation of Liability: Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 4 and 7 above, in the event BUYER claims that J&M has breached this Agreement or was otherwise negligent in performing the Production provided for herein, BUYER shall not be entitled to claim or recover monetary damages from J&M beyond the amount BUYER has paid to J&M under this Agreement, and shall not be entitled to claim or recover any consequential damages from J&M including, without limitation, damages for loss of income, business or profits.

Force Majeure: BUYER agrees to assume the risks of weather, strikes or other labor troubles, fire damages to or destruction in whole or part of merchandise or the manufacturing plant(s), civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of J&M which may prevent the Production from being discharged on the scheduled date. These events will excuse J&M from the performance of the Agreement.

No Joint Venture: It is agreed, nothing in this Agreement or in J&M's performance of the Production shall be construed as forming a Partnership or Joint Venture between BUYER and J&M. J&M shall be and is an independent contractor with BUYER and not an employee of BUYER. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

Assignment: The BUYER may transfer or assign this Agreement or all or any part of its rights hereunder to any person, firm or corporation, and this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of either of the parties hereto. No such transfer or assignment, however, shall relieve the BUYER of its obligations to J&M hereunder unless the transferee or assignee shall assume in writing such obligations. J&M may assign its right to receive revenues hereunder, but otherwise it shall not assign any of its obligations or rights relating to this Agreement.

Notices: All notices (and statements and payments, if applicable) shall be in writing and shall be given by the parties personally or by mailing (postage prepaid), or by faxing with copy by mail same to the appropriate party at the addresses set forth below:

J&M — J&M Displays West, PO Box 3444, Diamond Springs, CA 95619

Or, for overnight delivery to: J&M Displays West, 18060 170th Ave, Yarmouth, IA 52660

BUYER — Stanislaus County Parks & Recreation, 3800 Cornucopia Way, Modesto, Ca.95358

The date of receipt of such personal delivery, mailing or faxing shall be presumed to be not later than two (2) days following submission of such notice, statement or payment, properly addressed to the applicable party.

Governing Law: The laws and judicial decisions of the State of California applicable to agreements entered into and to be wholly performed therein shall govern this Agreement.

Additional Documents: The parties hereby agree to execute such additional document(s) as may be reasonably necessary or desirable in order for either of such parties to enforce their respective rights hereunder.

Entire Agreement: This Agreement expresses the binding and entire agreement between the BUYER and J&M and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. All terms of the Agreement are in writing and may only be modified by written agreement of both parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

Severability: This agreement shall become effective after it is executed and accepted by the BUYER and after it is executed and accepted by J&M at its offices in Yarmouth, IA. This Agreement shall be binding upon all Parties hereto and upon their heirs, successors, executors, administrators, and assigns.

EXECUTED as of date first written above:

J&M DISPLAYS WEST

By: 

STEVE SOUZA

VICE PRESIDENT

STEVE SOUZA
(Print Name)

STANISLAUS COUNTY PARKS & REREATION

By: 

It's: Director

Jami Aggers
(Print Name)

REIMBURSABLE LETTER OF AGREEMENT

HP 465 (Rev. 2-12) OPI 076

THIS AGREEMENT, Reimbursable Services Control Log # _____ made and entered into this 15 day
May, 2014, by and between the State of California, acting by and through the Department of California
Highway Patrol, hereinafter called CHP, and Stanislaus County Parks and Recreation Department, hereinafter called
Stanislaus County Parks and Recreation

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND
REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when traffic control security services vehicle inspections
 other details for _____
are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the
Woodward Resivoir July Fireworks Show
2. The term of this Agreement will be 07/03/2014 to 07/06/2014
3. The CHP coordinator shall be Sergeant Michael Green, telephone number (209) 545-7440
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
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STATE OF CALIFORNIA
Department of California Highway Patrol

[Signature] 5/21/14
Commander Signature / Date

D. M. TROXELL, Captain
Printed Name

Commander
Title

Modesto Area - 465
Location Code

For use by City/County Clerk, if applicable.	
Approved as to form by	Date

REQUESTOR'S NAME

[Signature] 5/23/14
Signature / Date

JAMI AGGERS
Printed Name

Director of Parks & Recreation
Title

3800 Cornocopia Ste. C
Address

Modesto CA 95358
City State Zip Code

(209) 525-6783
Telephone Number