



Supplemental City Council Meeting Agenda
February 28, 2023
6:30 PM

NEW BUSINESS

**5.5. THE MATTER OF A DISCUSSION IN RELATION TO INSURANCE COVERAGE FOR
THE 4TH OF JULY FIREWORKS**

STAFF REPORT:

Exhibit A: Western Display Fireworks Contract for 2023

Exhibit B: Memorandum of Understanding with the HFEA

ACTION: TBD

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

**THE MATTER OF A DISCUSSION IN RELATION TO INSURANCE COVERAGE
FOR THE 4TH OF JULY FIREWORKS**

STAFF REPORT:

- Exhibit A: Western Display Fireworks Contract for 2023
- Exhibit B: Memorandum of Understanding with the HFEA

ACTION: TBD

THIS AGENDA BILL IS DESTINED FOR: Work Session Agenda – February 28, 2023

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
N/A	N/A	N/A

STAFF RECOMMENDATION:

Staff recommends that if this issue hasn't been resolved by the time of the City Council meeting, that the City Council discuss what options are available to support the HFEA and the Fireworks Show during the 4th of July.

BACKGROUND INFORMATION:

City County Insurance Services, or CIS, is the City's insurance carrier. The organizers of the Harvest Festival last year were required to obtain separate insurance coverage for the event, as CIS determined that they wouldn't cover the event any longer. Unlike the Harrisburg Festival and Events Association (HFEA), the Harrisburg Harvest Festival Association is a 501(c)(3) organization, and as a separate entity, was required to get their own insurance.

The HFEA is now having a problem with insurance coverage for the fireworks show that is part of the 4th of July. The Fireworks Company, Western Display Fireworks, requires in section 5 of the Display Agreement and Purchase Order (**Exhibit A**) that the HFEA pays for comprehensive general commercial liability and property damage insurance from a company and in an amount satisfactory to Western. For 67 years, the fireworks have been covered by the insurance carrier of the City, which for quite some time, has been CIS.

In 2012, the HFEA entered into a Memorandum of Understanding (MOU) (**Exhibit B**) with the City, in which the City declared that the HFEA operates as a committee of the City, and that the City agrees to provide liability coverage for any and all activities overseen by the HFEA, in relation to the Fourth of July Celebrations.

The permitting through the Oregon State Fire Marshals Office is a responsibility of the Western Display Fireworks Company, and for the first time this year, the OSFM requires that the certificate of insurance be included with the permit. That deadline is this week. Staff spoke with the owner of Western Display Fireworks, who has assured her that the deadline can be extended as we work through finding coverage.


Staff has been working with our Insurance Broker, Jeff Curran, on this issue for the last week. In the past, CIS has previously stated to our insurance broker that because the HFEA is an association, rather than a non-profit organization, that they would allow the insurance coverage. Last week, they informed Jeff that they wouldn't cover the fireworks, but after speaking together on Friday, we realized that CIS was pulling up the Harrisburg Harvest Festival Association, rather than the Harrisburg Festival and Events Association. Staff hopes that once they realize that they had looked at the wrong association, that they will continue to cover the fireworks.

Because of the new requirements, and the timeline, the City Council is being asked to support whatever solution will allow the fireworks to be covered by insurance in 2023. Until staff finds out more on the day of the meeting, that support could require:

- No changes at all, because CIS will continue to cover the HFEA for this purpose, and will allow a certificate of insurance liability to be issued as it has in the past.
- That the City possibly assist the HFEA on a monetary basis for additional insurance coverage outside of CIS.
- That the City allow section 5 of the Display Agreement and Purchase Order to be modified so that the contract changes the word of 'sponsor' with 'City' in this section only. This might allow the insurance coverage to be clear that it comes from the City. This solution could require a fireworks rider to be issued for the City at an additional cost. In previous years, that was a \$500 charge.
- Any other solution that might be made by the insurance broker, CIS, and Western Display Fireworks.

While Staff hopes that this issue will be resolved by the time of the meeting, the City Council should be prepared to have a discussion on how this event can be covered so that the Firework show can continue as normal in 2023.

REVIEW AND APPROVAL:


02.27.23
Michele Eldridge Date
City Administrator



WESTERN DISPLAY FIREWORKS LTD

Harrisburg Festival & Event Association
Harrisburg Old Fashioned 4th of July
July 4, 2023



Portland • Seattle • Boise



Fireworks Display Proposal Summary

Harrisburg Festival & Event Association/Harrisburg Fire Department
Harrisburg Old Fashioned 4th of July
July 4, 2023

Your display proposals include the following services to be provided by Western Display Fireworks, Ltd:

- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Payment of the Lane County Sheriff's Office background check fee associated with their approval of the OSFM display permit application
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all pyrotechnics to Hayworth Seed Warehouse
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide any additional mortars required to pre-load and fire the display

Portland • Seattle • Boise

Harrisburg Festival & Events / Harrisburg Fire Department
 PO Box 378
 Harrisburg, OR 97446

Event Date: 7/4/2023
 Proposal #: 23-7198

Show Name: Harrisburg Old Fashioned 4th of July

Quantity Description

-
- 1 SHOW OPENER
 - 1 2.5" (36 Shot) Green Strobe Willow / Gold Strobe Crackling Flower / Purple Crackling Flower (Duration: 28 Sec.)
 - 5 4" Purple Dahlia w Green Strobe Pistil
 - 3 5" Purple Dahlia w Green Strobe Pistil
 - 1 MAIN SHOW
 - 1 FOUR INCH SHELLS
 - 1 4" (36) Crown Assorted Shells-A w/Tail (18 Effects 2 ea)
 - 4" Blue Chrys w/ Red Tail (2 ea)
 - 4" Blue to White Strobe Peony w/ Silver Tail (2 ea)
 - 4" Brocade Crown w/Strobe Pistil w/ Silver Tail (2 ea)
 - 4" Crackling Willow w/ Green Tail (2 ea)
 - 4" Diadem Chrys. to Strobing w/ Green Tail (2 ea)
 - 4" Glittering Color w/ Blue Tail (2 ea)
 - 4" Glittering White w/ Red Pistil w/ Silver Tail (2 ea)
 - 4" Golden Peony w/ Crackling Pistil w/ Red Tail (2 ea)
 - 4" Golden Wave to Green w/ Silver Tail (2 ea)
 - 4" Green Chrys. w/ Crackling Core w/ Blue Tail (2 ea)
 - 4" Green Peony w/ Coconut Tree Pistil w/ Red Tail (2 ea)
 - 4" Purple Chrys. w/ Red Flower Core w/ Blue Tail (2 ea)
 - 4" Purple to Golden Peony w/ Red Tail (2 ea)
 - 4" Red Chrys. w/ Golden Palm Tree Core w/ Blue Tail (2 ea)
 - 4" Silver Wave to Blue w/ Blue Tail (2 ea)
 - 4" Variegated Willow w/ Green Strobe w/ Green Tail (2 ea)
 - 4" White Twinkling Chrys w/ Blue Tail (2 ea)
 - 4" Yellow Peony w/ Purple Pistil w/ Red Tail (2 ea)
 - 1 4" (36) Crown Assorted Shells-B w/Tail (18 Effects 2 ea)
 - 4" Blue Peony w/ Red Pistil w/ Red Tail (2 ea)
 - 4" Color Diadem w/ Blue Tail (2 ea)
 - 4" Dahlia Yellow w/ Green Tail (2 ea)
 - 4" Diadem Chrys. w/ Coconut Tree Core w/ Green Tail (2 ea)
 - 4" Dragon Eggs w/ Green Tail (2 ea)
 - 4" Glittering Silver to Crackling w/ Silver Tail (2 ea)
 - 4" Golden to Crackling Crossette w/ Silver Tail (2 ea)
 - 4" Green Chrys w/ Red Tail (2 ea)
 - 4" Half Red & Blue w/ Silver Pistil w/ Red Tail (2 ea)
 - 4" Purple Peony w/ Silver Pistil w/ Red Tail (2 ea)
 - 4" Purple to Golden Crossette w/ Silver Tail (2 ea)
 - 4" Red Swimming Star w/ Green Tail (2 ea)
 - 4" Silver Wave to Green w/ Silver Tail (2 ea)
 - 4" Silver Wave to Purple w/ Silver Tail (2 ea)
 - 4" White Flashing w/ Blue Tail (2 ea)
 - 4" Yellow & Blue Glittering w/ Blue Tail (2 ea)
 - 4" Yellow Swimming Star w/ Green Tail (2 ea)
 - 4" Yellow to Crackling w/ Green Tail (2 ea)

Proposal #: 23-7198

Quantity Description

-
- 2 4" (36) Sunny Assortment Package V25
 - 4" Yellow Peony (2ea)
 - 4" Red to Blue Peony w/ Tail (2ea)
 - 4" Blue to Silver Peony (2ea)
 - 4" Purple Dahlia (2ea)
 - 4 " Lemon Dahlia (2ea)
 - 4" Orange Dahlia w/Silver Tail (2ea)
 - 4" Red Coconut (2ea)
 - 4" Yellow Chrysanthemum (2ea)
 - 4" Blue Chrysanthemum (2ea)
 - 4 Green Chrysanthemum (2ea)
 - 4" Purple Chrysanthemum (2ea)
 - 4" Blue Willow (2ea)
 - 4" Orange to Green Bees (2ea)
 - 4" Red to Silver Bees (2ea)
 - 4" Purple Coconut (2ea)
 - 4" Gold to Silver Diamond (2ea)
 - 4" Orange Bee (2ea)
 - 4" Red Bee (2ea)
 - 1 4" (36) Crown Assorted Shells - C w/Tail (18 Effects)-Fancy 2 of Each:
 - 4" Brocade Crown to Red Crossette w/Blue Pistil RT-Red
 - 4" Gold Titanium Willow RT-Silver
 - 4" Double Brocade Crown Rings w/Red to Blue to White Strobe Pistil RT-Silver
 - 4" Brocade Crown Coco. Ring to Silver Swimming Star Ring w/Colorful Swimming Star RT-Red
 - 4" Gold Chrys.to White to Green w/ Green to Red Pistil RT-Green
 - 4" Gold Cypas to Colorful RT- Green
 - 4" Silver Coco. Chrys. to Crackling w/Crackling Pistil RT-Silver
 - 4" Red Glittering Ring w/Brocade Crown Waterfall Bow Tie Pistil RT-Red
 - 4" Red&Green&Blue&Purple w/Crackling Pistil RT-Green
 - 4" Gold Wave to Red Ring Alternating w/Blue Ring RT-Silver
 - 4" Gold Blink Willow & Blue RT-Green
 - 4" Gold Blink Willow & Red RT-Red
 - 4" Red & White & Blue Mixed Peony w / Crackling Pistil RT-Red
 - 4" Red Coco. w/Crackling RT-Red
 - 4" Red Crossette w/ White Blink Pistil RT-Silver
 - 4" Sunflower RT-Silver (Double Brocade Rings Ending Red Tips w/Red Strobe Pistil)
 - 4" Time Rain Willow Waterfall RT-Silver
 - 4" Gold Chrys to Red & Silver Coco RT-Green

1 FIVE INCH SHELLS

Proposal #: 23-7198

Quantity Description

-
- 1 5" (18) Crown Assorted Shells - C w/Tail (18 Effects)-Fancy 2 of Each
 - 5" Brocade Crown to Red Crossette w/Blue Pistil RT-Red
 - 5" Gold Titanium Willow RT-Silver
 - 5" Double Brocade Crown Rings w/Red to Blue to White Strobe Pistil RT-Silver
 - 5" Brocade Crown Coco. Ring to Silver Swimming Star Ring w/Colorful Swimming Star RT-Red
 - 5" Gold Chrys.to White to Green w/ Green to Red Pistil RT-Green
 - 5" Gold Cycas to Colorful RT- Green
 - 5" Silver Coco. Chrys. to Crackling w/Crackling Pistil RT-Silver
 - 5" Red Glittering Ring w/Brocade Crown Waterfall Bow Tie Pistil RT-Red
 - 5" Red&Green&Blue&Purple w/Crackling Pistil RT-Green
 - 5" Gold Wave to Red Ring Alternating w/Blue Ring RT-Silver
 - 5" Gold Blink Willow & Blue RT-Green
 - 5" Gold Blink Willow & Red RT-Red
 - 5"Red & White & Blue Mixed Peony w / Crackling Pistil RT-Red
 - 5"Red Coco. w/Crackling RT-Red
 - 5"Red Crossette w/ White Blink Pistil RT-Silver
 - 5" Sunflower RT-Silver (Double Brocade Rings Ending Red Tips w/Red Strobe Pistil)
 - 5" Time Rain Willow Waterfall RT-Silver
 - 5"Gold Chrys to Red & Silver Coco RT-Green
 - 1 5" (18) Sunny Assortment Package A 2022
 - 1 5" (16) Crown Assorted Shells-A w/Tail (18 Effects 1 ea)
 - 5" Blue Chrys. w/ Thousand Flowers w/ Red Tail
 - 5" Blue Chrys. w/ Yellow Pistil w/ Green Tail
 - 5" Dragon Eggs w/ Coconut Tree Pistil w/ Blue Tail
 - 5" Glittering Silver to Red w/ Crackling Pistil w/ Green Tail
 - 5" Golden to Silver Chrys. w/ Blue Pistil w/ Silver Tail
 - 5" Golden Wave to Purple w/ Silver Ring Pistil w/ Red Tail
 - 5" Green Chrys. w/ Silver Crossette Core w/ Silver Tail
 - 5" Green Peony w/ Coconut Tree Pistil w/ Blue Tail
 - 5" Green to White Flashing Chrys w/ Silver Tail
 - 5" Half Purple & Half White Peony w/ Blue Tail
 - 5" Purple Chrys. w/ Red Pistil w/ Green Tail
 - 5" Purple to White Flashing Chrys w/ Blue Tail
 - 5" Red to Blue & Crackling Stars w/ Red Tail
 - 5" Red to Red Strobe Peony w/ Red Tail
 - 5" Red Wave to Small Color Flower w/ Blue Tail
 - 5" Silver Chrys. w/ Red Pistil w/ Green Tail
 - 5" Silver Glittering to Red to Blue Peony w/ Silver Tail
 - 5" Silver Wave to Blue to Red w/ Blue

Proposal #: 23-7198

Quantity Description

-
- 1 5" Factory Assortment B RT(18 Effects)
 - 5" Blue Crown (1 each)
 - 5" Brocade Crown w/ Strobe Pistil (1 each)
 - 5" Brocade Purple (1 each)
 - 5" Brocade Purple to Silver (1 each)
 - 5" Brocade Red (1 each)
 - 5" Crackling Crown (1 each)
 - 5" Crackling spider (1 each)
 - 5" Dahlia Silver to Green (1 each)
 - 5" Dahlia Silver to Yellow (1 each)
 - 5" Diadem Chrysanthemum to Strobing (1 each)
 - 5" Diadem Chrysanthemum w/ Strobing Pistil (1 each)
 - 5" Diadem Chrysanthemum w/ Thousand Flowers (1 each)
 - 5" Golden Willow (1 each)
 - 5" Golden Willow w/ Green Strobe Pistil (1 each)
 - 5" Silver Spider w/ Red Ring (1 each)
 - 5" Time Rain to Willow (1 each)
 - 5" Willow w/ Red Leaves (1 each)
 - 5" Yellow Crown (1 each)
 - 1 MID SHOW VOLLEY
 - 2 2.5" (36 Shot) Assorted Chrysanthemum (Duration: 28 Sec.)
 - 1 2.5" (36 Shot) Fuchsia Magic Peony / Turquoise Peony / Lemon Magic Peony (Duration: 28 Sec.)
 - 1 2.5" (36 Shot) Orange to Silver Strobe/Turquoise to Silver Strobe/Purple to Silver Strobe (Duration: 28 Sec.)
 - 1 2.5" (36 Shot) Variegated Colors to Crackling / Disco Strobe / Variegated to Silver Strobe (Duration: 28 Sec.)
 - 1 2.5" (36 Shot) Twinkling Kamuro / Green Strobe / Blue Crackling Flower (Duration: 28 Sec.)
 - 1 GRAND FINALE 1
 - 2 2.5" (36 Shot) Red Strobe / Blue Magic Peony / Titanium Salute (Duration: 28 Sec.)
 - 1 GRAND FINALE 2
 - 3 3" Chained Red White & Blue Chrys. RT
 - 4 4" Chained Red White & Blue Chrys. RT
 - 2 5" Chained Red White & Blue Chrys. RT
 - 1 MISC SUPPLIES
 - 10 # 7200 Fusees
 - 6 Safety Glasses
 - 6 Earplugs
 - 1 1" x 60yd Masking Tape - Roll
 - 1 Rubber Bands (Bag of 350)
 - 30 Match Fuse for Packing - By the Foot
 - 1 Foil - Small

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on _____, by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and Harrisburg Festival & Event Association/Harrisburg Fire Department, whose address is PO Box 378, Harrisburg, OR 97446 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date: July 4, 2023, as detailed in Proposal #23-7198, which is attached hereto and incorporated herein by this reference, (the "Display").
2. **Price and Payment Terms.** Total price of SIXTEEN THOUSAND DOLLARS AND NO/100 (\$16,000.00) is to be paid as follows: 25% of the total price, \$4,000.00 is due by DECEMBER 1, 2022; 25% of the total price, \$4,000.00 is due by JUNE 4, 2023; the remaining balance of the price, \$8,000.00, is due in full on or before July 14, 2023. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply the Display, that is, all shells and other pyrotechnics listed on the Proposal;
 - b. To loan Sponsor the equipment necessary to perform the Display, including mortars, firing equipment and all other required materials necessary; and
 - c. To comply with all federal, state, and local laws, regulations, and ordinances in transferring the Display to the Sponsor; and
 - d. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise noted in Sponsor Duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor shall obtain all necessary permits necessary to perform the show and comply with all federal, state, and local laws, regulations, and ordinances related to the performance of the Display.
5. **Insurance.** Sponsor shall purchase and maintain comprehensive general commercial liability and property damage insurance from a company and in an amount satisfactory to Western. Such policy(ies) shall name Western as an additional insured and shall prohibit cancellation without thirty (30) days notice to Western. Sponsor will furnish Western with a certificate of insurance confirming that such coverage is in full force and effect prior to June 15. If Sponsor fails to supply such written verification, Western shall be entitled to refuse to ship or deliver the Display. Western agrees to provide, at its expense, commercial general liability insurance coverage that will cover the conveyance and delivery of the Display to the Sponsor.

6. **Indemnification.** Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the set-up, performance, and clean-up of the Display to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display. Sponsor shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the possession and performance of the Display.
 - b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or delivery of the materials herein contemplated.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$4,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$8,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$16,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.
9. **Safety / Weather Forced Cancellation.** Sponsor agrees that it shall have responsibility to cancel or delay the Display if in the Sponsor's judgment circumstances beyond its control pose a risk to the health and safety of any persons or property within the vicinity of the Display.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely delivered to Sponsor.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.

19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before December 1, 2022.

Sponsor**Western Display Fireworks, Ltd.**

By: _____

Its: _____

Date: _____

By: Heather GobetIts: President

Date: _____

Co-Sponsor

Harrisburg Fire & Rescue

By: _____

Its: _____

Date: _____

Exhibit A – Display Site Map – Harrisburg, OR



Harrisburg Old Fashioned 4th of July

Harrisburg, Oregon

Discharge Site 40' X 40'

Western Display Fireworks

Revised 5 2017

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HARRISBURG FESTIVAL & EVENTS ASSOCIATION
AND THE CITY OF HARRISBURG
REGARDING THE COLLABORATIVE PARTNERSHIP BETWEEN
THE TWO ORGANIZATIONS TO SUPPORT THE
FOURTH OF JULY EVENTS**

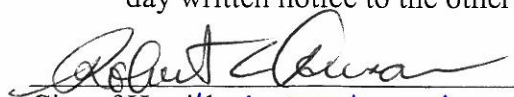
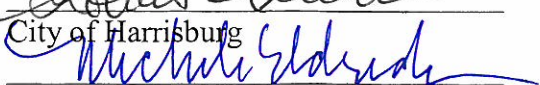
This Memorandum of Understanding (MOU) is made and entered into on April 25, 2012, between the Harrisburg Festival & Events Association, hereafter referred to as "HFEA", and the City of Harrisburg, hereafter referred to as "City", an Oregon municipal corporation, collectively referred to as the "Parties".


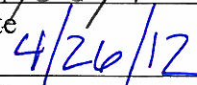
RECITALS

1. This MOU is entered into to document the intention of the Parties to coordinate and collaborate related efforts needed to support the Fourth of July celebration.
2. This MOU declares that HFEA operates as a committee of the City and the City agrees to provide liability coverage for any and all activities overseen by HFEA, related to the Fourth of July Celebrations.
3. "Fourth of July Celebration" includes the events and activities that occur on the Fourth of July that are put on or organized by the HFEA, as well as events or activities put on or organized by the HFEA within one week before or after the Fourth of July, and fundraising events for the Fourth of July celebration put on by HFEA at any time of the year.
4. This MOU requires that HFEA continues to hire a sub-contractor who is licensed and insured to organize, set up and set off any and all Firework displays. It is understood by the Parties that Fireworks are a prohibited activity on the City's liability policy.
5. This MOU continues to require all outside vendors to provide a Certificate of Liability Insurance showing both the City and HFEA as Additional Insureds. These Certificates are required before the commencement of activities.

TERMS AND CONDITIONS

1. This MOU shall become effective when all required signatures have been obtained.
2. The terms of this MOU may be amended or terminated by mutual written consent of the Parties. Notwithstanding, either party may terminate this MOU without prejudice upon a 120 day written notice to the other party.


City of Harrisburg

Harrisburg Events & Festival Association


Date

Date