

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 21, SERIES 2024**

**A RESOLUTION APPROVING THE AMENDMENT TO AGREEMENT ANGEL
LIGHT PYROTECHNICS, LLC FOR FIREWORKS DISPLAY SERVICES**

WHEREAS, the Town Council of the Town of Timnath (the “Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS attached hereto as **Exhibit A** is the First Amendment to Independent Contractor Agreement for Fireworks Display Services between the Town and Angel Light Pyrotechnics, LLC dated February 27, 2024; and

WHEREAS, the Town Council is familiar with the Amendment to Independent Contractor Agreement and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$120,000.00 is hereby approved, authorized, and ratified to enter into an amended contract with Angel Light Pyrotechnics, LLC for fireworks display services. The required agreements may be finalized by the Town Manager, in consultation with Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.


INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 27, 2024.

TOWN OF TIMNATH, COLORADO

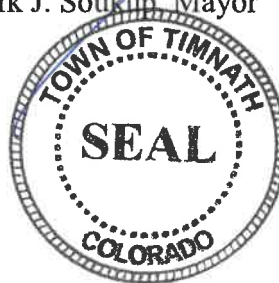


Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC,
Town Clerk



**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE TOWN OF TIMNATH, COLORADO
AND
ANGEL LIGHT PYROTECHNICS, LLC**

THIS AMENDMENT is made and entered into as of this 27th day of February, 2024, by and between the TOWN OF TIMNATH, a home-rule municipal corporation of the State of Colorado (“**Town**”), and ANGEL LIGHT PYROTECHNICS, LLC, a Colorado Limited Liability Company (the “**Contractor**”). The Town and Contractor are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement on September 19, 2022 (the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement to update the Agreement with respect to Payment and Notices and **Exhibit A** with respect to: a) increasing payment from \$100,000 to \$120,000 for 2024, and b) revising certain postponement provisions, including for weather delays;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Amended Agreement. Section 7. Time for Payment is hereby amended and replaced with the following:

7. **TIME FOR PAYMENT.** Payment for the Services shall be made by the Town in advance. A deposit of \$50,000.00 (fifty thousand dollars) due at the signing of the contract to reserve the date and cover pre show costs, and a final \$50,000.00 (fifty thousand dollars) show fee due the night of the completed show. A total amount of \$100,000.00 (one hundred thousand dollars) can also be paid in advance. Fees for future years shall be as set forth in Exhibit A.

Section 16. Notices Paragraph 3 With copy to is hereby amended and replaced with the following:

With copy to: Timnath Town Attorney
 Carolyn Steffl
 4750 Signal Tree Drive
 Timnath, CO 80547
 (970) 224-3211 (phone)

(970) 224-3217 (fax)
csteffl@dietzedavis.com

2. Amended Exhibit A. **Exhibit A** to the Agreement is hereby amended and replaced with the updated **Exhibit A** attached hereto and incorporated herein.

3. Prior Provisions Effective. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

4. Effective Date. The Parties agree that this Amendment shall become effective as of February 27, 2024 and shall apply to services provided after February 27, 2024.

5. Counterpart Execution. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above. By the signature of its representative below each Party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
By: _____
A7C88DD0439C4A6...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters-Garcia
By: _____
07A6AF3B0211407...
Milissa Peters-Garcia, CMC
Town Clerk

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Carolyn Steffl
By: _____
F44B3963E0D948E...
Carolyn Steffl, Town Attorney

CONTRACTOR:

ANGEL LIGHT PYROTECHNICS, LLC, a Colorado Limited Liability Company

DocuSigned by:
Larry Darrington
By: _____
050EDD67E380F61...
Name: Larry Darrington
Title: Owner

EXHIBIT A
SCOPE OF SERVICES



2023-2025 Contract

Contracted Parties:

Angel Light Pyrotechnics, LLC

&

Town of Timnath

Re: ***Approx. 20-minute Pyromusical Fireworks Display***

July 4th 2023, 2024 & 2025- No Rain date

In order to reserve the show date, receive priority and custom fireworks inventory, this contract needs to be agreed upon and signed by September 28th 2022

Angel Light Pyrotechnics, LLC (further known as **A.L.P.**) is licensed for business by the U.S. Department of Justice, Bureau of Alcohol Tobacco Firearms and Explosives and the State of Colorado for fireworks displays and special effects.

A.L.P. shall:

- Acquire permits and inspections needed for the fireworks show only. Excluding “Special Event” permits for this event.
- Set up and fire all display fireworks and special effects for the show.
- Provide and maintain insurance including the sponsor as additional insured, labor, assistance and consultation to perform work in compliance with published, applicable, Federal, State, Local Laws, Codes and Regulations.
- Have final determination as to the safe firing of any and all pyrotechnic and firework devices.
- Provide equipment and devices necessary or required to complete the Display.
- Perform “Dud hunt(s)” and retrieval of unexploded fireworks immediately after the show and the following morning after night shows.

- Clean up of major fireworks debris, 8 inches and larger, on the entire fallout area (Small debris, under 8 inches, will be the Sponsors' and/or property owner's responsibility.)
- Insurance. A.L.P shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of A.L.P. involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town of Timnath, Colorado as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Sponsor may carry, and any insurance maintained by the Sponsor shall be considered excess.

Town of Timnath (further known as the Sponsor) shall:

- Provide the payment for services to A.L.P. of \$100,000.00 for the year 2023. Adjustment to fees shall increase annually based on A.L.P.'s suppliers price list. The pricing reflects maintaining the show scale of 3 years, not growing the show. Provide a deposit to A.L.P. of 50% of the contract price for that year, **in advance of each show, due in January** of each year to reserve the date and cover pre-show costs, then Sponsor shall pay the remaining 50% of the contract price due the night of each completed show.
- A representative of Timnath may also request to either grow the show, or request to have a reduced final payment, or a combination of both, if actual market prices are significantly lower than the anticipated contract price for that year.
- Sponsor shall agree to procure and furnish a suitable place to display the said fireworks at the south end of Timnath reservoir, and to secure all police, fire, local and state permits, and to arrange for any bonds as required by law in the Sponsor's community when necessary, and agree to furnish necessary police, fire, and Sponsor's protection, for proper crowd control, auto parking, and proper supervision in cleaning of debris or any pyrotechnic material which remains at the site of the display after a display has taken place.
- Provide special events permits, if required by local authorities, (which may have a fee due to them).
- Provide contact information for any event personnel for fire watch, crowd control, security, Radio Frequency manager, set up, and area access, including keys, for set up, tear down and dud hunts.
- Provide a sound system needed for performance of the final show.
- Provide parking arrangements and an on-site restroom for pyro crew.
- Provide a temporary crowd control barrier and monitors at positions determined by A.L.P. and A.H.J. to prevent spectators and unauthorized persons from entering the fallout safety area. The crowd line needs to be established for 1-2 days if possible but at minimum 8 hours prior to show time and through the next morning. At no time will general public be allowed within 100 feet of the set up when explosives are present. This may require multiple crowd lines if there are other events in close proximity.
- Arrange to mow, water and/or pre burn around launch site measuring approximately 700' radius from the point determined by A.L.P. in order to remove dry ground cover.
- Arrange for a water truck to wet launch area at least 2 hours before the show start time.
- Know in the case of a cancellation of the show by the Sponsor for reasons other than those listed on page 4, after the contract is signed and:

Before the show is set up, for reasons other than those listed on page 4, the Sponsor agrees to pay A.L.P. 50% of the total display price of that year.

After the show is loaded causing ALP to unload the show, for reasons other than those listed on page 4, the Sponsor agrees to pay A.L.P. 100% of the total display price of that year.

Circumstances, affecting the planning or performance of the display that are beyond the control of the Sponsor and/or A.L.P.

We recommend you purchase event cancellation insurance due to scenarios described below.

(A.L.P. reserves the right to renegotiate, cancel or postpone this contract due to fireworks importation problems and/or fireworks industry supply shortages causing a lack in A.L.P. inventory.)

(Circumstances include severe weather at the show site and our warehouse location in all below scenarios.)

1. Weather delay- If extreme rain or other inclement weather described in paragraph 2. (Below) should delay the set up of the display, the start of the display may be delayed by the same amount of time or more. A.L.P. can still fire the display in light rain once set up is complete.
2. Cancellation **before the display set up has begun**; Should inclement weather; extreme rain, hail, high winds, lightning, or dry conditions creating a significant fire danger, or other extreme conditions or other severe weather, affect the planning or performance of the display, thus causing the Sponsor, Authority Having Jurisdiction or the Lead Pyrotechnician with A.L.P. to cancel the display **before** A.L.P. begins **set up** the Sponsor agrees to pay A.L.P. 50% of the total display price specified in this contract for that year.
3. Display date weather cancellation **after the display has been set up**- Should inclement weather as described in paragraph 2 (above) cause the Sponsor, Authority Having Jurisdiction or the Lead Pyrotechnician for A.L.P. to cancel the display **after** the display is **set up**, the Sponsor agrees to pay A.L.P. 100% of the total display cost specified in this document for that year, including any unpaid balance thereof. A.L.P. must fire the display on the following day. The Sponsor agrees to maintain site security until the show is performed.
4. Display date weather cancellation **after the display has begun**- Should inclement weather as described in paragraph 2 (above) cause either the Authority Having Jurisdiction or the Lead pyrotechnician for A.L.P. to cancel the display **after the show has begun/ mid show**, the Sponsor agrees to pay A.L.P. 100% of the total display cost specified in this document for that year, including any unpaid balance thereof. A.L.P. must fire the display on the following day. The Sponsor agrees to maintain site security until the show is performed.

NOTICE AND DISCLAIMER

In every show there is an uncertain amount of unfired product (misfires or duds). A.L.P. has no quality control on imported product.

If severe weather is encountered while the show is set up, there also may be a delay in the shoot time and a shot count loss due to weather damage, which is considered a circumstance out of our control.

A.L.P. does its best to purchase and protect reliable, quality products. We take great care in firing the product safely and completely. We don't like taking fireworks back to the shop. :)

A.L.P. is not responsible for problems due to legal or illegal Radio Frequency (RF) signal blocking or interference.

The Sponsor agrees to contact A.L.P. immediately if any unexploded product or "dud" is found. (They look like plain brown paper wrapped tube or burnt baseballs/softballs) A.L.P. can then determine and perform proper and safe handling of that product. Do not handle the fireworks product!

Urgent Calls 970-215-6496.

The Sponsor is hereby notified that all firework shows and the explosive product used in the shows may have a risk to life and property. The risk is significantly increased if explosive product is not handled properly by qualified professionals. Do not handle the fireworks product if found!

A.L.P. reserves the right to postpone or cancel a show due to inadequate fire protection or site security, due to the absence or inadequate participation of the Fire Department, Security personnel or Authority Having Jurisdiction (A.H.J.), rendering the display unsafe or high risk. Refer to page 4 for scenarios.

Professional, permitted firework shows are exempt from fire bans.

A.L.P. reserves the right to video and/or photo our set up and all of our effects during all performances for business purposes.

A.L.P. reserves the right to postpone or cancel a show due to adverse weather conditions, which are determined by the Sponsor, A.H.J. and/or A.L.P. Rain dates will then be discussed. Refer to page 3 for scenarios.

This agreement may be amended or modified only by a writing executed by both parties.

The under signed agree to and will abide to all pages and provisions of this contract.

Angel Light Pyrotechnics, LLC: Larry Darrington, Jr.



Date: 1-25-2024

Representative of Town of Timnath

X  _____

Date:

ANGEL LIGHT PYROTECHNICS, LLC.
43995 WELD COUNTY ROAD 41 • PIERCE, COLORADO • 80650
PHONE (970) 834-2362 • FAX (888) 484-1137
E-MAIL INFO@ANGELLIGHTPYRO.COM
WEB WWW.ANGELLIGHTPYRO.COM





Invoice

Date 1/31/2024

Invoice # 129

Phone # 970-834-2362

info@angellightpyro.com

Fax # 888-484-1137

www.angellightpyro.com

Bill To
Town of Timnath 4750 Signal Tree Drive Timnath, CO 80547

P.O. #

Terms Due on receipt

Due Date 1/31/2024

Project/Job

Show Type	Venue Description & Date	Amount Due	Amount
Fireworks Show	4th of July Celebration 2024 total show budget \$120,000.00. 1/2 deposit of \$60,000.00 due upon receipt. Final \$60,000.00 (to be adjusted for any lower cost when prices come in) due upon show completion.	120,000	120,000.00

make all checks payable to Angel Light Pyrotechnics

Total	\$120,000.00
Payments/Credits	\$0.00
Show Total	\$120,000.00