

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 12, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF


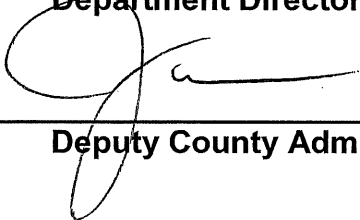
Motion and Title: Staff recommends motion to receive and file: the following original executed Entertainment Contractor Agreement:

Zambelli Fireworks Manufacturer Co., Tenth Annual July 4th Celebration, Sunset Cove Amphitheater, on July 4, 2017.

Summary: The Parks and Recreation Department produces cultural activities to promote the quality of life in the communities it serves. The Tenth Annual July 4th Celebration was attended by an estimated 7,000 people and generated positive support and goodwill for the County. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. This Entertainment Contractor Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator in accordance with Resolution 2008-1109, amended by Resolutions 2010-0644 and 2014-0168, and is now being submitted to the Board to receive and file. District 5 (AH)

Background and Justification: The Entertainment Contractor Agreement, Resolution 2008-1109, amended by Resolutions 2010-0644 and R2014-0168, was adopted by the Board to streamline the process of hiring entertainment for County sponsored events. The Board granted the Director of Parks and Recreation authority to execute Entertainment Contractor Agreements for entertainment up to \$10,000, with contracts between \$10,000 and \$50,000 requiring the County Administrator's approval and contracts over \$50,000 requiring Board approval.

Attachment: Entertainment Contractor Agreement

Recommended by:		<u>8-15-17</u>
	Department Director	Date
Approved by:		<u>8-24-17</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	18,000	-0-	-0-	-0-	-0-
External Revenues	18,000	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				


Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 580 Unit 5206\5207
Revenue Source 6600 /Object 3401 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

	Entertainment Contractor	Revenue	Expense
	Zambelli Fireworks Manufacturer, Co	\$18,000	\$18,000
	Totals	\$18,000	\$18,000

❖ Revenue donated by the West Boca Community Council

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB Et 8/16 EB 8/17 8/18/17

J. J. Jones 8/23/17
Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 8-24-17
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment

ENTERTAINMENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS ENTERTAINMENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 6/28/17, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and Zambelli Fireworks Manufacturer Co., an Foreign Profit Corporation, authorized to conduct business in the State of Florida, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," seeks to organize and make available quality entertainment productions at the COUNTY owned and operated Amphitheaters; and

WHEREAS, COUNTY provides CONTRACTOR the opportunity to produce, stage, and perform such productions pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree to the following terms and conditions:

1. **Term:** This Agreement is effective Tuesday, July 4th, 2017, at 7:00 AM, the date and time CONTRACTOR is scheduled to arrive at the event venue, and will terminate Tuesday, July 4th, 2017, at 11:30 PM, the date and time CONTRACTOR is scheduled to depart the event venue.
2. **Amphitheater:** The event venue is Sunset Cove Amphitheater, hereinafter referred to as "Amphitheater", together with such amenities, equipment, and appurtenances as may be made available by COUNTY, in its sole discretion, all as more particularly described on the Amphitheater Designation Form, attached hereto as **Exhibit "A"**.
3. **Event:** The entertainment production to be presented at the Amphitheater is an event promoted as: The 10th Annual July 4th Celebration, hereinafter referred to as "Event", for which COUNTY hires CONTRACTOR to produce, stage, and perform, and when applicable including securing the Event's entertainment talent: Zambelli Fireworks Manufacturing Co., hereinafter referred to as "Entertainment".

If applicable, the sound check and/or warm-up for all Event Entertainment will begin at 5:00 PM and will conclude no later than 6:30 PM, which is no less than Thirty (30) minutes prior to time the Event is scheduled to begin.

The Event's Entertainment will begin performing at 9:00 PM and will conclude at 9:15 PM.

The performance will consist of One (1) set(s) of Fifteen (15) minutes per set.

If usual and customary for the type of entertainment production and/or the length of time Entertainment is scheduled to perform, the production may include Zero (0) intermission(s), of Zero (0) minutes.

Unless otherwise specifically agreed to by COUNTY prior to the signing of this Agreement, no portion of the Event's Entertainment production is to include prerecorded audio or video.

In addition to the above, the scope and detail of the Event is more particularly described on the Event Scope and Detail, attached hereto as **Exhibit "B"**.

4. **Payment:** The total amount payable by COUNTY to CONTRACTOR for the Event Entertainment is Eighteen Thousand dollars (\$18,000.00) to be paid upon conclusion of the Event and verification that CONTRACTOR's entertainment production obligations have been completed as required herein.

Notwithstanding the foregoing, at COUNTY's sole discretion, a percentage of the total amount payable may be paid to CONTRACTOR prior to the Event.

In such event, COUNTY will remit to CONTRACTOR Zero percent (0%) of said total amount payable within Zero (0) days following the signing of this Agreement by COUNTY. The remaining balance of the total amount payable will be paid upon conclusion of the Event and verification that CONTRACTOR's entertainment production obligations have been completed as required herein.

Satisfactory completion of CONTRACTOR's entertainment production obligations include, but are not limited to, the requirement that the Event's Entertainment perform onstage a minimum of ninety percent (90%) of the agreed upon performance time. Failure to meet this requirement will result in a reduction in payment to CONTRACTOR. The amount of such reduction will be determined by COUNTY in its sole discretion.

5. **Termination by COUNTY:** In addition to the termination rights provided in Article 10 below, COUNTY reserves the right to terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to CONTRACTOR at least seven (7) days prior to the effective date hereof. In such event, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any damages resulting from such termination.
6. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to COUNTY at least thirty (30) days prior to the effective date hereof. In such event, this Agreement will terminate without further action provided CONTRACTOR returns to COUNTY with said notice of termination any percentage payment that may have been made to CONTRACTOR.

7. **Performance:**

a. CONTRACTOR agrees to:

1. **use** the Amphitheater solely for the purpose for which this Agreement is entered into;
2. **accept** the Amphitheater and all equipment and improvements related to the Event in the condition existing as of the effective date of this Agreement;
3. **accept** the amount of payment defined above as full and final payment without further expectation for reimbursement of any expenses related to this Agreement;

4. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the Amphitheater's water or electrical power supplies;
5. **adhere** to the directives of the Department's representatives including, but not limited to, proper use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and staging production equipment, and acceptable noise levels;
6. **prohibit** any activity or material related to the Event that may be considered contrary to community standards of appropriateness, including the use of profanity, obscene language, or lewd gestures, which will result in COUNTY's withholding of payment and denial of future entertainment contracting opportunities;
7. **assure** that all persons under CONTRACTOR's control conduct themselves in a socially acceptable manner including prohibiting the consumption of alcohol or illegal drugs on Amphitheater premises;
8. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
9. **obtain** the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline; with the exception of generators that have been approved by the Department's representative.
10. **assume** full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code, and agree to indemnify COUNTY and its agents for any expenses incurred as a result of CONTRACTOR's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of CONTRACTOR's failure to otherwise satisfy such regulations;
11. **identify**, as part of Event Scope and Detail, attached hereto as **Exhibit "B"**, any and all required specialty certifications, licenses and / or memberships applicable to the event;
12. **deliver** to the Department, no later than forty-eight (48) hours prior to the Event, a copy of those certain specialty certifications, licenses and / or memberships referenced above, all of which will be retained by the Department;
13. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement and the return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR and forfeiture of the payment balance;
14. **remove** all equipment and materials owned by CONTRACTOR and Entertainment no later than the termination date and time specified in Article 1 above;
15. **return** the Amphitheater and all equipment and improvements related to the Event to the condition existing as of the effective date and time specified in Article 1 above;

16. **hold** COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to CONTRACTOR's or Entertainment's failure to remove same from the Amphitheater premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice; and

17. **comply** with all Amphitheater rules and regulations and adhere to all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to CONTRACTOR's and Entertainment's use of the Amphitheater.

b. COUNTY agrees to:

1. **promote** the Event;

2. **deliver** the Amphitheater and associated premises in a safe, clean, and orderly condition;

3. **assign** sufficient staff to provide logistical support and oversee all aspects of the Event including authority to make final decisions and issue directives on behalf of COUNTY;

4. **provide** support services including law enforcement, technical staff and skilled maintenance as may be determined necessary by the Department;

5. **retain** control of the Amphitheater and all operations conducted on the Amphitheater premises including enforcement of all laws, rules, regulations pertaining to the safety and wellbeing of the public; and

6. **collect** and dispose of any and all items either discarded or lost by patrons or others at the Event, without interference by CONTRACTOR or Entertainment or any person working for or on their behalf.

8. **Postponement or Cancellation of Event:** In the event emergency conditions arise which may affect public safety, the Event may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the Event and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the Event start time specified in Article 3 above. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the Event performance.

In the event COUNTY cancels the Event due to any public safety concern or CONTRACTOR elects to cancel the Event's Entertainment rather than accept a delayed start time, the Term of this Agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled Event date and time. Such Term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled Event date and time and detailing the circumstances leading to the Term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled Event date and time as specified above, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR.

9. **Cancellation, Rescheduling and Substitution of Entertainment:** In the event CONTRACTOR fails to perform or otherwise cancels the Event's Entertainment for any reason, including illness, at any time, the Term of this Agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled Event date and time. Such Term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled Event date and time and detailing the circumstances leading to the Term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled Event date and time as specified above, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR.

Notwithstanding the foregoing, in the event CONTRACTOR cancels the Event's Entertainment due to illness, CONTRACTOR may be permitted, with COUNTY's prior approval, to secure substitute entertainment. Provided, however, such substitute entertainment must perform a similar type and style of entertainment as that for which this Agreement is entered into. In such event, COUNTY reserves the right to require CONTRACTOR to return, within four (4) days following the Event date, any percentage payment that may have been made and/or reduce or deny payment of the remaining amount payable.

10. **Termination for Cause:** The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by CONTRACTOR and will result in the immediate termination of this Agreement:

- CONTRACTOR misrepresents the type or style of entertainment to be performed;
- CONTRACTOR provided materially false information relating to this Agreement;
- Any person under the control of CONTRACTOR, including subcontractors, is responsible for purposely damaging the Amphitheater or any COUNTY owned equipment;
- Any person under the control of CONTRACTOR, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Amphitheater premises; or
- Entertainment's performance fails to meet the professional performance standards and expectations assumed at the time this Agreement is entered into and COUNTY, following consultation with CONTRACTOR, elects to stop the performance prior to its scheduled conclusion time.

In the event of any such material default or breach, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

11. **Photography / Recording:** Except for Entertainment performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph and/or record audio and video during the Event. Such photos and recordings may be used by COUNTY for promotional and informational purposes

only. CONTRACTOR agrees to provide assistance as needed to accommodate such photography and recording. CONTRACTOR is responsible for being aware of and advising COUNTY of any copyright infringements or other legal limitations that may apply to photographing and/or recording during the Event.

12. **Relationship of the Parties:** The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

This Agreement does not constitute an endorsement or sponsorship by COUNTY of CONTRACTOR or Entertainment. Though COUNTY may issue press releases and publish advertising regarding the Event, including postings on COUNTY websites and social media sites, such advertisements are intended solely for the purpose of raising public awareness of the Event and are not to be misrepresented as a form of endorsement or sponsorship by COUNTY.

CONTRACTOR may not use the name or logo of the COUNTY, the Department or Amphitheater in a manner that suggests a relationship other than that for which this Agreement is entered into. Any use of the COUNTY, Department or Amphitheater logos is subject to approval by the COUNTY.

13. **Taxes:** CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to the payment made by COUNTY to CONTRACTOR. Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's tax exempt status.

14. **No Assignment:** CONTRACTOR may not assign any rights, responsibilities, or obligations required under this Agreement. Any such attempted assignment is a material breach of this Agreement and cause for immediate termination.

15. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: Donald Perez Phone Number: 561-966-7030.

16. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified on Insurance Requirements, attached hereto as **Exhibit "C"**.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement or no later than ten (10) days prior to the effective date hereof, at the COUNTY's discretion.

17. **Indemnification:** CONTRACTOR agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees and costs at trial and appellate levels, and causes of action of every kind and character arising out of this Agreement or CONTRACTOR's use and occupancy of the Amphitheater. Such causes of action include, without limitation, those arising by reason of; (i) any damage to property or the environment, (ii) bodily injury, including death, incurred or

sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whosoever, (iii) the condition of the Amphitheater existing at the effective date of this Agreement, (iv) CONTRACTOR's acts, omissions or operations hereunder, (v) the performance, non-performance or purported performance of CONTRACTOR, or (vi) any breach of the terms of this Agreement. The obligations arising under this provision will survive the expiration or termination of this Agreement.

18. **Damage or Destruction of Amphitheater:** In the event the Amphitheater or any part thereof is damaged by the act, default, or negligence of CONTRACTOR or Entertainment, the cost to repair such damage will be the responsibility of CONTRACTOR. In the event of such damage, COUNTY's payment to CONTRACTOR may be reduced or forfeited to cover repair costs and/or the cost of such repairs may be invoiced by COUNTY to CONTRACTOR, the amount of which is payable upon CONTRACTOR's receipt of invoice.

Additionally, CONTRACTOR is prohibited from defacing the Amphitheater in any way including using nails, hooks, tacks, screws or any other fastening device. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Amphitheater premises without the express consent of the Department's authorized representative. Any such unapproved items will be immediately removed at the sole cost and expense of CONTRACTOR.

19. **Termination Upon Destruction or other Casualty:** In the event the Amphitheater or any part thereof is destroyed or damaged in whole or part, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, as determined by COUNTY in its sole discretion, this Agreement will terminate effective upon COUNTY's delivery to CONTRACTOR of a written notice of termination. In the event of any such termination, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

20. **COUNTY Not Liable:** All personal property placed on or moved onto the Amphitheater premises will be done so at the sole risk of CONTRACTOR or owner thereof and CONTRACTOR expressly acknowledges and agrees that COUNTY will not be liable for any damage to or loss of such personal property.

21. **Notices:** All notices required by this Agreement are to be hand delivered or sent by certified mail, return receipt requested to:

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Director of Special Facilities
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Zambelli Fireworks Manufacturing Co.
Attn: Edward J. Meyer
20 S. Mercer Street, New Castle, PA 16103

22. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
23. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
24. **Annual Appropriations:** The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of County Commissioners.
25. **Arrears:** CONTRACTOR is not to pledge or attempt to pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
26. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind CONTRACTOR to all terms and conditions of this Agreement.
27. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
28. **Severability:** In the event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.
29. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

30. **Waiver:** The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.

31. **Nondiscrimination:** CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACTOR has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONTRACTOR does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

32. **Regulation; Licensing Requirements:** CONTRACTOR agrees to comply with all laws, ordinances and regulations applicable to its use of the Amphitheater premises. CONTRACTOR is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.

33. **Criminal History Records Check:** If CONTRACTOR's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

34. **Entirety of Agreement:** COUNTY and CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

35. **Public Records** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach

County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records of the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: Eric Call
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value
Exceeds \$10,000.00, But Not More Than \$50,000.00:

County Administrator

By: W. Baker

If Agreement Value
Exceeds \$50,000.00:

COUNTY:
Board of County Commissioners

ATTEST:
Clerk & Comptroller

Deputy Clerk

By: _____
Mayor

WITNESS

Tony Sawdey 5/2/17
Signature Date
Tony Sawdey
Print

CONTRACTOR – Zambelli Fireworks Manufacturing Co.

By: E. Meyer 5/2/17
Signature Date
EDWARD J MEYER
Print
PRESIDENT
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

Anne Helgert

APPROVED AS TO TERMS AND
CONDITIONS:

Division Director

Paul D. Brown

EXHIBIT "A"

ENTERTAINMENT CONTRACTOR AGREEMENT

Amphitheater Designation Form

- ✓ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park
12551 Glades Road
Boca Raton



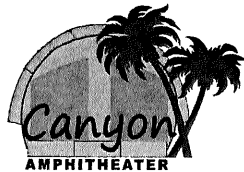
Viewing capacity for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☐ **SEABREEZE AMPHITHEATER:** Located in Carlin Park
750 South State Road A1A
Jupiter



Viewing capacity for 2,500 – covered stage with light rigging – sound control room – three dressing rooms – green room – two private restrooms – prop room – costume room – air conditioned back stage – public restrooms detached

- ☐ **CANYON TOWN CENTER AMPHITHEATER:** Located in Canyon Community Park
8802 Boynton Beach Boulevard
Boynton Beach



Viewing capacity for 500 – covered stage with light rigging – covered backstage – loading ramps – public restrooms attached

NOTE: The above described Amphitheater amenities, equipment, and appurtenances are identified for informational purposes only and may not be available for use by Contractor nor Entertainment.

EXHIBIT "B"

(1 of 2)

ENTERTAINMENT CONTRACTOR AGREEMENT

Event Scope & Detail

Event Date: Tuesday, July 4th, 2017

Event Name: The 10th Annual July 4th Celebration

Event Scope & Detail: A free concert featuring a 4th of July fireworks display.

Entertainment will be available for a required scheduled rain date of Wednesday, July 5,

2017, in the event the Tuesday, July 4, 2017 event is cancelled due to intermittent weather.

A family friendly pre recorded music CD is required to be created and supplied by the

vendor, music CD is to be reviewed and approved by COUNTY two weeks in advance of

event.

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 7.a.11. of the Entertainment Contractor Agreement. Submit such documents with this *Event Scope & Detail* or indicate the date such documents will be delivered to the Department:

Certificate of Insurance, ATF License and Palm Beach County Fire Rescue Fireworks

Permit is required for this performance.

EXHIBIT “B”
(2 of 2)

Amenities, Services & Equipment:

Provided By:

	N/A	COUNTY	CONTRACTOR
Detailed list of equipment provided by COUNTY and/or CONTRACTOR is attached to this Exhibit: <u>See page 18</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sound System: <u>Including a CD Player</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sound Equipment: <u>Pre recorder Music CD</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Light System: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lighting Equipment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Trees: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microphones: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cables: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Backline: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Duty/Outdoor Extension Cords: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sound Technician: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Technician: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dressing Room: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drum Riser: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Generators: <i>Department Approval Signature:</i> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireworks / Pyrotechnics: [†] _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[†] Requests to include fireworks or any other form of pyrotechnics display will be considered on a case-by-case basis. Any such displays require the approval of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the Amphitheater. Also, the presence of the Fire Rescue Department is required. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply

EXHIBIT "C"

(1 of 3)

ENTERTAINMENT SERVICES CONTRACTOR AGREEMENT

Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

Palm Beach County Parks & Recreation Department Representative to Initial as applicable:

☐

No Insurance Required: Based on scope of services, CONTRACTOR shall not be required to provide insurance



Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

☐

Liquor Liability: if alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the CONTRACTOR AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.
If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **\$1,000,000** Each Occurrence.

☐

Participant Liability: CONTRACTOR shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

☐

Auto Liability: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.



Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

EXHIBIT "C"

(2 of 3)

- ✓ **Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.



Additional Insured Clause: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."

- ✓ **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- ✓ **Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:
Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Special Facilities Director
2700 Sixth Avenue South
Lake Worth, Florida 33461



Umbrella or Excess Liability: If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

EXHIBIT “C”

(3 of 3)

- ✓ **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Scope of Work:

Tuesday, July 4, 2017: Zambelli Fireworks Manufacturing Co.

The contractor will supply staffing and materials to provide a fifteen (15) minute fireworks display as detailed below.

Shell Breakdown by Segment

Opening Barrage:	3" Red, White and Blue Shells and Salutes	20
	4" Assorted Colors and Effects	12
	2- 100 shot Multi shot Barrages	200
Main Body:	3" Assorted Colors and Effects	200
	4" Assorted Colors and Effects	150
	5" Assorted Colors and Effects	150
	6" Assorted Colors and Effects	60
Grand Finale:	3" Rapid Fire Finale Color Shells and Salutes	400
	4" Rapid Fire Finale Color	24
	5" Rapid Fire Finale Color	10
	6" Rapid Fire Finale Color	4
Multi Shot Devices: 14 Devices totaling 2428 shots (1" to 2" in Caliber)		2428
Total Aerial Shells		1030
Total Multi Shot Devices		2628
<u>Grand Total Shells</u>		<u>3658</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler PHONE (A/C, No. Ext): 727-547-3070 FAX (A/C, No): 727-367-5695 E-MAIL: mkugler@alliedspecialty.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: T.H.E. Insurance Company	12866
INSURED	ZAMBELLI FIREWORKS MFG CO, INC., ETAL 20 SOUTH MERCER STREET NEW CASTLE PA 16101	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPP0103167-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0103167-04	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		ELP0011081-04	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
DED RETENTION S						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WCP0005125-004	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine / Hull		CPP0103167-04	02/01/2017	02/01/2018	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: July 4, 2017 Rain Date: Location: Sunset Cove Amphitheater, Boca Raton, FL
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
Sunset Cove Amphitheater, Palm Beach County, a Political Subdivision of the State of Florida. It's Officers, Employees and Agents, Palm Beach County Board of County Commissioners. - ATIMA

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL

CERT# 513960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawrence J. Luma

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**INTEROFFICE MEMORANDUM
PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT**

DATE: February 28, 2017
TO: Chief Jeff Collins, Administrator, Fire-Rescue Department
FROM: Eric Call, Director, Parks and Recreation
RE: Fireworks Permit

Sunset Cove Amphitheater will be having a July 4th Celebration on Tuesday July 4th, 2017.

Authorization has been given for a fireworks display as part of the ceremonies from 9:00 p.m. to 9:15 p.m. as long as it meets with your permit requirements.

Please call me if you have any questions.

Eric Call, Director, Parks and Recreation

re Amphitheater- Site Map

.1123 For the Firing of up to 6" Shells
Yellow Line





Monday, March 20, 2017

Captain Pam Summers
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411

Dear Captain Summers,

Zambelli Fireworks is requesting permission to exhibit a moving outdoor fireworks display on behalf of Palm Beach Co. - Sunset Cove Amphitheater. The display will take place July 4, 2017 at 9:00 PM with duration of 15 minutes.

Attached you will find the permit application, site map, certificate of insurance, pyro-technician resume, ATF license/extension, FAA application and a check in the amount of \$500.00 for the permit of this display. Once I have received the FAA Approval, I will forward it to you.

Should you have any questions please do not hesitate to contact me at (561) 395-0955.

Thank you in advance for your cooperation.

Sincerely,

Kacey Woods

Administrative Assistant
Zambelli Fireworks Mfg. Co.

(561) 395-0955

(561) 395-1799 Fax

kwoods@zambellifireworks.com

New Castle, PA
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

1 West Camino Real Blvd
Boca Raton, FL 33432
1-800-860-0955

Walkersville, MD
Denver, CO

Cincinnati, OH
Pequot Lakes, MN

Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411
(561)616-7034 Fax (561)616-7082
www.pbcfr.org

Public Display of Fireworks Permit Application
(READ CAREFULLY & COMPLETE ALL PAGES OF THIS APPLICATION. IF MORE SPACE IS REQUIRED
AT ANY POINT ON THE FORM, PLEASE ATTACH ADDITIONAL PAGES.)

To apply for a public display permit, please provide the following information:

APPLICATION INFORMATION:

Name or Organization: Palm Beach County
Address: 2700 6th Avenue South, Lake Worth, FL 33461
Phone - Office: (561) 966-7030 Fax: (561) 242-6964
E-Mail: dmperez@pbcgov.org

FIREWORKS DISPLAY DETAILS:

Purpose: Palm Beach County July 4th Fireworks Display
Name/Address/Location of Display: Sunset Cove Amphitheater
(Attach site plan to this application) 12551 Glades Rd., Boca Raton, FL 33498
Date/Time of Display: July 4, 2017 at 9:00 PM
The name(s) and qualification of the individual(s) performing the display: Lead Technician
Resume is attached

FIREWORKS

Type/Size/Quantity Please see attached shell listing

Please attach the following:

- Liability insurance policy in an amount specified by the Fire Marshal in a minimum amount of \$1,000,000.00 (one million dollars) in which Palm Beach County is named as a co-insured
- Current ATF License/Permit
- Is the location of this display of fireworks in a public park owned and maintained by Palm Beach County.
YES X NO . If "YES", attach a copy of the resolution or other authorization of the Board of County Commissioners of Palm Beach County authorizing said display.
- A non-refundable fee of \$500.00 (five hundred dollars)

The Fire Marshal of the County Fire-Rescue Department or his designee may issue a permit to the applicant upon satisfaction of the conditions stated. A copy of the written permit shall be mailed to the Sheriff of the County.

By: Kacy Dooder Date: 3/10/17



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA/Air Traffic Organization
Eastern Service Center

1701 Columbia Avenue
College Park, GA 30337

Palm Bch. Co - Sunset Cove
FAA approval

Dear Fireworks Proponent:

Thank you for informing us of your proposed fireworks display.

Although there are currently no federal regulations specific to fireworks displays, the Federal Aviation Administration (FAA) has been tasked with regulating the safe and efficient use of the navigable airspace (49 U.S.C. § 40103). In recognition of this role in promoting aviation safety, many jurisdictions require notice to the FAA as a condition of approval of a fireworks permit.

We acknowledge your notification and have no objection to the fireworks display provided it is conducted in a manner that does not create a hazard to other persons, or their property.

To enhance the safety of your event, we recommend the following actions:

- Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.
- If your event is within 5 miles of a public use airport, or if the display will exceed 500 feet Above Ground Level (AGL), contact Leidos Flight Service at 1-877-4-US-NTMS (1-877-487-6867) at least 24 hours (but not more than 72 hours) in advance to request a Notice to Airman (NOTAM). You will need to provide the following information:
 - Name and address of the person filing the NOTAM
 - Date, time(s), and event location (City, State, and location in reference to the airport)
 - Maximum altitude of the display

This letter should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government which may be required for this display.

If you have any questions regarding this information, please contact our office at (404) 305-5570 or 9-ATO-ESA-OSG-Fireworks@faa.gov.

Sincerely,

Ryan W. Almasy
Manager, Operations Support Group
Eastern Service Center, Air Traffic Organization

ZAMBELLI FIREWORKS MFG
1 W CAMINO REAL BLVD STE 100
BOCA RATON FL 33432

2930

Pay to Order of
60 682/433

DATE 3/20/17

PAY
TO THE
ORDER OF

PBC BOCC

Five Hundred and 00/100

500.00

DOLLARS

 **FIRST**
Commonwealth
First Commonwealth Bank
P.O. Box 1000
Boca Raton, FL 33432

FOR

Permit Fee SH# 513960
PBE-Sunset Cove Amp.



⑈00002930⑈ ⑆043306826⑆ 7300 236853⑈

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License Permit
Number

8-PA-073-23-5B-02044

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

February 1, 2015

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

20 SOUTH MERCER STREET
NEW CASTLE, PA 16101

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

Mailing Address (Changes? Notify the FELC of any changes.)

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business of operations specified above under "Type of License or Permit."

ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS INTERNATIONALE
PO BOX 1463
NEW CASTLE, PA 16103-

Licensee/Permittee Responsible Person Signature

Position Title

W. D. Taylor
Printed Name

President & CEO
9/25/2012
Date

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Previous Edition is Obsolete ZAMBELLI FIREWORKS MANUFACTURING CO 20 SOUTH MERCER STREET 16101 8-PA-073-23-5B-02044 February 1, 2015 23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: ZAMBELLI FIREWORKS MANUFACTURING CO	
Business Name:	ZAMBELLI FIREWORKS INTERNATIONALE
License Permit Number:	8-PA-073-23-5B-02044
License Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	February 1, 2015
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



**Product Listing
Palm Beach Co. – Sunset Cove
July 4, 2017
Fireworks Display**

<i>Program Segment</i>	<i>Quantity of Shells</i>
3 Inch Shells	620
4 Inch Shells	186
5 Inch Shells	160
6 Inch Shells	64
1.3G Multi-shot Devices	17

Zambelli

FIREWORKS

Technician Resume

Tech #

Ms. Jennifer Vinson
2645 Elizabeth Place
Lakeland, FL
DOB: 02/21/1992

Cell Phone: 863-393-6180

Display References:

Town of Lantana, FL
City of Deerfield Beach, FL
Okeechobee Fraternal Order of Police
Green Cove Springs, FL

Attachment 1



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
ADV-E2

1701 Columbia Ave
College Park, GA 30337

REQUEST FOR FIREWORKS DISPLAY

Company Name: Zambelli Fireworks Mfg. Co. on behalf of Palm Beach County

Email Address of Person Submitting Request: dfredrickson@zambellifireworks.com

Event Name: Sunset Cove Amphitheater July 4th Fireworks

Display Date: July 4, 2017 Rain Date: N/A

Display Start Time: 9:00 PM

Duration of Fireworks Display: 15 minutes

Max Height of Fireworks: 600 feet

City or Town and State (Physical Address): 12551 Glades Rd., Boca Raton, FL 33498

Latitude: 26°22'33.78"N (North) Longitude: 80°14'17.63"W (West)

List the Closest Public Use Airport Within 25 Nautical Miles of the Display if the Fireworks

Will Reach or Exceed 500 Ft. _____

Boca Raton Regional Airport, Pompano Beach Airpark, Ft. Lauderdale International Airport

Special Notes: _____

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/08/2017

Revision: 01/05/2017

Trade name: **Fireworks, Display**

(Cont'd. of page 1)

P401 Store in accordance with local/regional/national/international regulations

P501 Dispose of contents/container in accordance with local/regional/national/international regulations

Other hazards: There are no other hazards not otherwise classified that have been identified

Explosive Product Notice

PREVENTION OF ACCIDENTS IN THE USE OF EXPLOSIVES - The prevention of accidents in the use of explosives is a result of careful planning and observance of the best known practices. The explosives user must remember that he is dealing with a powerful force and that various devices and methods have been developed to assist him in directing this force. He should realize that this force, if misdirected, may either kill or injure both him and his fellow workers.

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state and local laws, regulations or ordinances. If you have any questions or doubts as to how to use any explosive product, DO NOT USE IT before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

3 Composition/information on ingredients

Chemical characterization: Mixtures

Components:

Components for product possessing only physical hazards do not require reporting. These components are considered proprietary.

4 First-aid measures**Description of first aid measures****General information**

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

After inhalation: Supply fresh air; consult doctor in case of complaints.

After skin contact:

Wash with soap and water.

In case of minor burns: flush with cool water.

If skin irritation is experienced: consult a doctor.

After eye contact:

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

After swallowing:

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

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Most important symptoms and effects: both acute and delayed

Blast injury if mishandled

Thermal burns, if mishandled

Danger: Danger of blast or crush-type injuries

Indication of any immediate medical attention and special treatment needed

Product may produce physical injury if mishandled. Treatment of these injuries should be based on the clinical presentation.

5 Fire-fighting measures

Extinguishing media

Suitable extinguishing agents

DO NOT fight fire when fire reaches explosives

Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.

For safety reasons unsuitable extinguishing agents: None

Special hazards arising from the substance or mixture

Explosive, fire, blast or projection hazard

During heating or in case of fire poisonous gases are produced

Advice for firefighters

Protective equipment

Wear self-contained respiratory protective device

Wear fully protective suit

Additional information

Eliminate all ignition sources if safe to do so

In case of fire: Evacuate area. Fight fire remotely due to the risk of explosion.

Cool endangered receptacles with water spray

Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions.

Individual devices will randomly explode. Mass explosion of multiple devices is possible under certain conditions. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2012 Emergency response Guidebook for further information.

6 Accidental release measures

Personal precautions, protective equipment and emergency procedures

Wear protective equipment. Keep unprotected persons away.

Remove persons from danger area.

Ensure adequate ventilation.

Isolate area and prevent access.

Environmental precautions

Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.

Methods and material for containment and cleaning up

Pick up mechanically.

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Send for recovery or disposal in suitable receptacles
Reference to other sections
See Section 7 for information on safe handling
See Section 8 for information on personal protection equipment
See Section 13 for disposal information

Cont'd of page 3

7 Handling and storage

Handling

Precautions for safe handling

Handle with care. Avoid jolting, friction and impact.
Restrict the quantity stored at the work place.
Keep out of reach of children
Information about protection against explosions and fires
In case of fire: Evacuate area
Explosion risk in case of fire.
Keep away from sparks and open flames. - No smoking
Emergency cooling must be available in case of nearby fire

Conditions for safe storage, including any incompatibilities

Storage

Requirements to be met by storerooms and receptacles
Avoid storage near extreme heat, ignition sources or open flame
Information about storage in one common storage facility.
Store in accordance with local/regional/national/international regulations
Store away from foodstuffs
Store away from flammable substances
Further information about storage conditions
Store in cool, dry conditions in well sealed receptacles
Store locked up
Specific end use(s): No relevant information available

8 Exposure controls/personal protection

Control parameters

Components with limit values that require monitoring at the workplace.
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace

Exposure controls

Personal protective equipment

General protective and hygienic measures

The usual precautionary measures for handling chemicals should be followed.

Keep away from foodstuffs, beverages and feed

Wash hands before breaks and at the end of work

Engineering controls: Provide adequate ventilation

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Breathing equipment: Not required under normal conditions of use.
Protection of hands: When needed, wear gloves for protection against mechanical hazards.
Eye protection



Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.
Body protection: When needed, wear protective clothing for protection against mechanical hazards.
Limitation and supervision of exposure into the environment
No relevant information available
Risk management measures
Organizational measures should be in place for all activities involving this product.

9 Physical and chemical properties

Information on basic physical and chemical properties	
Appearance:	
Form:	Outer shell containing powder, granular, or solid materials.
Color:	According to product specification
Odor:	Odorless
Odor threshold:	Not determined.
pH-value:	Not applicable.
Melting point/Melting range:	Not determined
Boiling point/Boiling range:	Not determined.
Flash point:	Not applicable.
Flammability (solid, gaseous):	Fire or projection hazard.
Auto-ignition temperature:	Not determined.
Decomposition temperature:	Not determined.
Danger of explosion:	Heating may cause an explosion.
Explosion limits	
Lower:	Not determined.
Upper:	Not determined.
Vapor pressure:	Not applicable.
Density:	Not determined
Relative density:	Not determined.
Vapor density:	Not applicable.
Evaporation rate:	Not applicable.

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Solubility in / Miscibility with Water	Insoluble.
Partition coefficient (n-octanol/water):	Not determined
Viscosity	
Dynamic	Not applicable.
Kinematic	Not applicable
Other information	No relevant information available

10 Stability and reactivity

Reactivity: No relevant information available
Chemical stability
Thermal decomposition / conditions to be avoided: Risk of explosion if heated under confinement
Possibility of hazardous reactions
Explosive: fire, blast or projection hazard
Toxic fumes may be released if heated above the decomposition point.
Reacts with strong acids and alkali.
Conditions to avoid
Excessive heat
Sources of ignition: sparks, open flame, incompatible materials
Incompatible materials: Oxidizers, strong bases, strong acids
Hazardous decomposition products
Carbon monoxide and carbon dioxide
Nitrogen oxides
Sulfur oxides (SOx)

11 Toxicological information

Information on toxicological effects
Acute toxicity
LD/LC50 values that are relevant for classification: None
Primary irritant effect
On the skin
Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin
On the eyes
Not an eye irritant in unused form. Vapors, particles from used product are possibly irritating to eyes
Sensitization: Based on available data, the classification criteria are not met
Carcinogenic categories
IARC (International Agency for Research on Cancer)
None of the ingredients are listed

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NTP (National Toxicology Program):

None of the ingredients are listed.

OSHA-Ca (Occupational Safety & Health Administration):

None of the ingredients are listed.

Probable route(s) of exposure:

Skin contact

Eye contact

Inhalation

Acute effects (acute toxicity, irritation and corrosivity)

Danger of blast or crush-type injuries

Risk of thermal burns

Repeated dose toxicity: From product as supplied: None

CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)

Germ cell mutagenicity: Based on available data, the classification criteria are not met.

Carcinogenicity: Based on available data, the classification criteria are not met.

Reproductive toxicity: Based on available data, the classification criteria are not met.

STOT-single exposure: Based on available data, the classification criteria are not met.

STOT-repeated exposure: Based on available data, the classification criteria are not met.

Aspiration hazard: Based on available data, the classification criteria are not met.

12 Ecological information

Toxicity

Aquatic toxicity: No relevant information available

Persistence and degradability: No relevant information available

Bioaccumulative potential: May be accumulated in organism

Mobility in soil: No relevant information available

Other adverse effects: No relevant information available

13 Disposal considerations

Waste treatment methods

Recommendation

Must not be disposed of together with household garbage. Do not allow product to reach sewage system.

Incinerate in accordance with local, state and federal regulations.

The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.

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Uncleaned packagings

Recommendation: Disposal must be made according to official regulations.

14 Transport information

UN-Number
DOT, ADR, IMDG
IATA

UN0335
FORBIDDEN

UN proper shipping name
DOT, ADR, IMDG
IATA

Fireworks
FORBIDDEN

Transport hazard class(es)

DOT



Class
Label
ADR

1.3
1.3G



Class
Label
IMDG

1.3
1.3G



Class
Label
IATA
Class

1.1
1.3G

FORBIDDEN

Packing group
DOT

II

Environmental hazards
Marine pollutant:

No

Special precautions for user

Not applicable

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Trade name: Fireworks, Display	
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EMS Number:	F-S-B-X
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable
15 Regulatory information Safety health and environmental regulations/legislation specific for the substance or mixture United States (USA): SARA Section 302 (extremely hazardous substances): None of the ingredients are listed Section 304 (emergency release notification): None of the ingredients are listed Section 355 (extremely hazardous substances): None of the ingredients are listed Section 313 (Specific toxic chemical listings): Contact manufacturer TSCA (Toxic Substances Control Act): All ingredients are listed Proposition 65 (California): Chemicals known to cause cancer: Contact manufacturer Chemicals known to cause reproductive toxicity for females: Contact manufacturer Chemicals known to cause reproductive toxicity for males: Contact manufacturer Chemicals known to cause developmental toxicity: Contact manufacturer Carcinogenic categories: EPA (Environmental Protection Agency): None of the ingredients are listed IARC (International Agency for Research on Cancer): Contact manufacturer	
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NIOSH-Ca (National Institute for Occupational Safety and Health)

Contact manufacturer

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Date of preparation / last revision 01/06/2017 / -

Abbreviations and acronyms

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration 50 percent

LD50: Lethal dose 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health

TLV: Threshold Limit Value

PEL: Permissible Exposure Limit

REL: Recommended Exposure Limit

LDLo: Lowest Lethal Dose Observed

Exp1 1.3: Explosives - Division 1.3

Sources

Website: European Chemicals Agency (echa.europa.eu)

Website: US EPA Substance Registry Services (cfmpub.epa.gov/sor/internet/registry/substreg/home/overview/home.do)

Website: Chemical Abstracts Registry: American Chemical Society (www.cas.org)

Patty's Industrial Hygiene, 6th ed. Rose, Vernon, ed. ISBN 978-0-470-07488-6

Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed. Klaassen, Curtis D., ed., ISBN 978-0-07-176923-5

Safety Data Sheets, Individual Manufacturers

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Int. +01 813-248-0573

Website: www.chemtelinc.com



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

January 4, 2017

Zambelli Fireworks Manufacturing, Co.
Zambelli Fireworks Internationale
20 South Mercer Street
New Castle, PA 16101

901090:CRR/CDM
5400
File Number: 8-PA-02043

Premises Address: 20 South Mercer Street, New Castle, PA 16101

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Cindy McKinney at (304) 616-4408 or Cynthia.mckinney@atf.gov.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



PERMIT FOR PUBLIC DISPLAY OF FIREWORKS /OUTDOOR

Palm Beach County Fire Rescue
405 Pike Road, West Palm Beach, Florida 33411
(561) 616-7030



Permit issued to: Insured: Sunset Cove/Zambelli Fireworks
Pyrotechnician: Ms. Jennifer Vinson
Cell#: 863-393-6180

Location of Display: 12551 Glades Rd
Boca Raton, Fl. 33461

Date & Time of Display: July 4, 2017 @ 9pm
Maximum Shells
Size: 6 "

Permits for public displays shall be governed by the conditions of National Fire Protection Association Pamphlet No. 1123 or No. 1126 as adopted in Section 1 of this Code and the following:

1. Any fair, association, amusement park, other organization, individual or group of individuals shall apply to the Fire Marshal of the County Fire-Rescue Department for a permit for the display of firework at least fifteen (15) days in advance of the date of the display. The application shall contain the following information:
 - A. The exact location of the display; and
 - B. The number, type and size of the fireworks to be displayed; and
 - C. The name(s) and qualifications of the individual(s) performing the display; and
 - D. Liability insurance policy in an amount specified by the fire marshal in a minimum amount of \$1,000,000.00 (one million dollars) in which Palm Beach County is named as a co-insured; and
 - E. A non-refundable fee of \$500.00 (Five Hundred Dollars); and
 - F. Any firework/pyrotechnic/flame effect that exceeds one (1) display and lasts longer than (60) sixty minutes shall be billed at a rate of \$400.00 (Four Hundred Dollars) per hour for each additional hour thereafter; and
 - G. If the location of this display of fireworks is in a Public Park owned and maintained by Palm Beach County, a copy of the resolution or other authorization of the Board of County Commissioners of Palm Beach County authorizing said display.
 - H. Current ATF License/Permit

This permit applies to Palm Beach County Fire Rescues approval only.

2. The Fire Marshal of the County Fire-Rescue Department or his designee may issue a permit to the applicant upon satisfaction of the conditions stated in sub-section A. Any permit issued by the authority having jurisdiction shall be subjected to suspension, revocation or denial by the AHJ's determination that conditions exist which make the permitted activity imminently hazardous to life or property such as drought, wind conditions, or any other conditions deemed hazardous. Pursuant to Palm Beach County Fire Code section 1-12.7.4, 2014 edition. A copy of the written permit shall be mailed to the Sheriff of the County.

Issued: Fire Marshal of Palm Beach County - 405 Pike Road - West Palm Beach, FL 33411

By:

Date:

7/4/17