



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 25, 2023

TITLE: Approval of Fireworks for Canyon del Oro High School and Ironwood Ridge High School Graduation Ceremonies

BACKGROUND:

Canyon del Oro High School Student Government and Ironwood Ridge Student Government are requesting approval for their proposed fireworks displays on May 16, 2023 (CDO) and May 17, 2023 (IRHS).

Attached are the respective letters from Canyon del Oro High School and Ironwood Ridge High School.

Amphi High School Student Government and principal inquired with the City of Tucson regarding the possibility of conducting a fireworks display for graduation; however, the City of Tucson stated that firework displays are prohibited in city limits.

RECOMMENDATION:

It is the recommendation of the administration that the above request be approved.

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: April 18, 2023

Todd A. Jaeger, J.D.
Superintendent



CANYON DEL ORO HIGH SCHOOL

Tara Bulleigh, Principal

Marco Dominguez, Assistant Principal

Amanda Magelli, Assistant Principal

Brent Spencer, Assistant Principal

25 W. Calle Concordia., Oro Valley, AZ 85704

(520) 696-5560 • FAX (520) 696-5590

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

GOVERNING BOARD MEMBERS

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President

Vicki Cox Golder
Vice President

Scott K. Baker, Ph.D.

Matthew A. Kopec

Susan Zibrat

SUPERINTENDENT

Todd A. Jaeger, J.D.

MEMORANDUM

TO: Mr. Todd Jaeger
Superintendent

FROM: Tara Bulleigh

DATE: April 6, 2023

SUBJECT: 2023 Graduation Fireworks Display

Oro Valley Police Officer Joey Cantu has been in communication with Oro Valley Police Chief Kara Riley. Officer Cantu will coordinate the efforts of CDO, Golder Ranch Fire, and Fireworks Productions of Arizona, Ltd.

I am recommending that the CDO High School graduating class of 2023 be given approval from Amphitheater School District for their proposed fireworks display on May 16, 2023. I recommend this, however, with the contingencies that all approval requirements are obtained, legally sound, and all safety regulations are strictly met.

Thank you for your consideration.

CC: Matthew Munger

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center • Amphi Academy Online

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by the Equity & Safety Compliance Officer and Title IX Coordinator, (520) 696-5164, TitleIXCoordinator@amphi.com, or the Executive Director of Student Services, (520) 696-5230, studentservices@amphi.com.

CANYON DEL ORO HIGH SCHOOL



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April 6, 2023

Officer Cantu
Canyon del Oro High School
25 W. Calle Concordia
Oro Valley, AZ 85704

Dear Officer Cantu:

As the Student Body President at Canyon del Oro High School, I would like to submit this proposal to you to request permission from the Oro Valley Fire Marshall and the Oro Valley Police Department to set off fireworks at CDO's 2023 Graduation.

1. The fireworks company to be used is:
Fireworks Productions of Arizona, Ltd.,
17034 S. 54th St., Chandler, AZ 85226
(480) 948-0090
e-mail: info@fireworksaz.com
2. We request fire coverage for the entire procedure and inspection of the grounds if necessary.
3. We are aware of the regulations in Chapter 9.04 regarding the use of fireworks in Arizona.
4. The fireworks display will take place before, during and after the graduation ceremony on Tuesday, May 16, 2023, from approximately 6:00-9:00 p.m. from the baseball field (located directly north of the football field).

We have had a successful history using fireworks during graduation and other celebratory events at CDO.

If you have any questions or concerns, I would be happy to meet with you to discuss this proposal. Thank you for your time.

Sincerely,

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
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EXHIBIT A

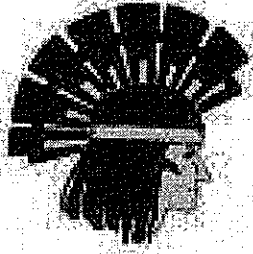
CANYON DEL ORO HIGH SCHOOL

Tuesday, May 16, 2023

Graduation

2 minutes

Total Aerial Effects 500



2023 Graduation ends with a combination of fiery color and sparkling fireworks to thrill and electrify the graduating class, their families and guests.

Aerial Display:

Your Aerial Display will contain a total of 500 aerial basin effects shot as part of your celebration of the seniors and their graduation evening.

1.5" - **5** FPA Premier Multi-shot Specialty Basins

3 Multi-shot Basins fired one after another followed by 2 Multi-shot Basins fired simultaneously for the Grand Finale.

Fireworks Productions of Arizona
17034 S. 54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430
E-mail: info@fireworksaz.com

FIREWORKS DISPLAY CONTRACT

This fireworks display contract is between FPA, Ltd. an Arizona Corporation DBA Fireworks Productions of Arizona ('FPA'), and Canyon Del Oro High School.

FPA is in the business of selling and displaying fireworks, and Canyon Del Oro High School wants FPA to provide a fireworks display for Canyon Del Oro High School's benefit. The parties therefore agree as follows:

1. **The Display.** FPA will provide and exhibit fireworks for a display on Tuesday, May 16, 2023. The Graduation will begin at approximately 7:00 pm; the display will follow and last approximately 2 minutes, and will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** Canyon Del Oro High School will pay FPA the sum of \$1,995.00 (the 'Contract Price') as consideration for the fireworks display. Payment will be made as follows:
 - a. Purchase Order in the full amount by no later than **Friday, April 14, 2023**;
 - b. Signed contract by no later than **Friday, April 14, 2023**.
 - c. 100% of the Contract Price within thirty days after the completion of the Fireworks Display.

Canyon Del Oro High School agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that Canyon Del Oro High School fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, Canyon Del Oro High School will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** FPA will advise Canyon Del Oro High School of the applicable state and federal permits that must be secured in connection specifically to the fireworks display. FPA will apply for and secure, at Canyon Del Oro High School's cost (included in contract price as stated in paragraph two), the permits, licenses, and approvals required by local, state, or federal laws and regulations as well as those possibly imposed or required by local police or fire departments specific to the fireworks display. If the jurisdiction requires an additional Special Events permit, the securing of and payment for, will be the responsibility of Canyon Del Oro High School. If a jurisdiction changes the cost of the permit fee or requires additional fees after the signing of the Display Contract, Canyon Del Oro High School will bear the responsibility of the additional costs. If a jurisdiction denies a permit, for any reason, FPA will be released from the terms of this contract and the deposit, minus "Actual Expenses" incurred, will be refunded or credited to Canyon Del Oro High School.
4. **Insurance.** FPA shall secure and maintain, at all times during the term of this contract a policy or policies of insurance known as: (1) Commercial General Liability in the amount of \$10,000,000. (2) Business Automobile Liability in the amount of \$5,000,000. (3)

Worker's Compensation (Industrial Insurance) in the amount of \$1,000,000. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

5. **Display Site.** Canyon Del Oro High School will procure and furnish a place suitable to FPA for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. Canyon Del Oro High School will ensure that the ground of the Display Site is dry prior to set-up of the fireworks and that there will be no sprinklers or irrigation prior to or during the Display and not until after tear-down of the Display Site is complete.
6. **Security.** Canyon Del Oro High School will furnish all necessary materials for and will set up restraining lines pursuant to instructions supplied by FPA and in compliance with most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. Canyon Del Oro High School will hire and provide, at its own cost and expense, adequate private or public security personnel to ensure that no vehicles are parked within the Display Site and that no individuals, other than those specifically authorized by FPA, enter the Display Site. The security personnel will remain on the perimeter of the Display Site and will not enter the Display Site before, during, or immediately following the fireworks display.
7. **Cleanup of Display Area.** Following the display, FPA will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded fireworks, removal of frames and lumber. Any additional clean-up required will be the responsibility of Canyon Del Oro High School.
8. **Weather or Safety Cancellation.** FPA or the Authority Having Jurisdiction (AHJ) may determine that the time or length of the display of fireworks may need adjustment based on wind/weather/safety conditions. If FPA or the Authority Having Jurisdiction (AHJ) determines that display of fireworks on the date and at the time set forth in paragraph one (the 'Original Date') would be impossible or impractical because of inclement weather or safety concerns, the display will be canceled. Canyon Del Oro High School will pay FPA, its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.
9. **Interruption and Continuation of the Fireworks Display.** There are instances or situations where a fireworks display may require to be interrupted due to safety, weather or equipment damage due to debris or fire. If repairs can be effected or the situation passes, Canyon Del Oro High School has the option to continue or cancel the remainder of the display. Regardless of continuation or cancellation Canyon Del Oro High School will not be refunded any portion of the Contract Price if the display can safely continue. In the event the display begins but is halted due to wind, weather or safety conditions, FPA will refund or credit Canyon Del Oro High School the applicable deposit minus "Actual Expenses" incurred. Actual Expenses includes the cost and taxes on the fireworks provided prior to the stopping of the display. In the event a product fails to function (here to be classified as a Dud), Canyon Del Oro High School will be entitled to a refund or credit of that individual product's purchase price, plus tax, only.
10. **Cancellation.** The parties acknowledge that, if Canyon Del Oro High School cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be

uncertain as to amount and difficult to prove. In the event that Canyon Del Oro High School does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:

- a. If cancellation occurs more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
 - b. If cancellation occurs no more than 30 days and no less than 1 days before the Original Date, an amount equal to 50% of the Contract Price;
 - c. On or after the Original Date, an amount equal to 100% of the Contract Price.
11. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
12. **Force Majeure.** In the event of natural disasters or "acts of God;" manmade disasters; war and civil issues; labor disputes or strikes; government embargoes or other government actions affecting the supply chain; and/or transportation issues such as overseas shipping, domestic shipping (trucking, rail) and/or port delays, or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph eight) each party hereby releases the other from any and all obligations hereunder, except for liabilities, recognized as "Actual Expenses" (including but not limited to permit fees, credit card fees, vehicle rental and/or loading and packing labor) that may have already accrued to such time. FPA submits this contract based on planned costs and display size. The size and/or the cost of the display may be re-proposed based on product availability or cost adjustments. FPA submits this contract in good faith, planning to provide communication on any changes in a timely manner.
13. **Indemnifications and Liability.** Each party will hold harmless and indemnify the other from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly from the failure of the indemnifying party to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. Neither party shall, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special or punitive damages from the other party, including, without limitation, loss of income or profits.
14. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.



(Authorized Signature)

Title: Pyro Planning Specialist

Date: April 5, 2022

Canyon Del Oro High School



(Authorized Signature)

Title: Assistant Principal

Date: 4/6/23



Fireworks Productions of Arizona

17034 S. 54th St.
Chandler, AZ 85226

lori@fireworksaz.com
Phone # (480) 948-0090 / Fax # (480) 423-5430

Invoice

DATE	Invoice #
4/5/2023	2997

<u>CUSTOMER</u>
CANYON DEL ORO BOOKSTORE 25 W. Calle Concordia Tucson, AZ 85737

<u>PURCHASE ORDER #</u>	<u>TERMS</u>	<u>P.O. DUE DATE</u>	<u>SHOW DATE (S)</u>	<u>DETAILS</u>
	P.O./Net 30	4/14/2023	5/16/2023	Graduation Fireworks
<u>DESCRIPTION</u>		<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
Fireworks Display 1.3G @ Canyon Del Oro High School - Graduation			\$1,995.00	\$1,995.00
SALES TAX INCLUDED			6.3%	0.00
<p>***Please provide a Purchase Order for the complete amount. Payment will be billed Net 30 from day of the display. Thank you.</p>				

We Appreciate Your Business!	Total:	\$1,995.00
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Accounts not paid by the due date may be charged a monthly service charge of 2 percent or the maximum allowed by law

IRONWOOD RIDGE HIGH SCHOOL



Dr. Orante Jenkins, Principal
Terri Amonson, Assistant Principal
Mark Pincus, Assistant Principal
Kristie Stevens, Assistant Principal
2475 W. Naranja Dr., Oro Valley, AZ 85742
(520) 696-3902 • FAX (520) 696-3999

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com

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SUPERINTENDENT
Todd A. Jaeger, J.D.

April 5th, 2023

Matt Munger
Amphitheater School District
701 W Wetmore Rd
Tucson, AZ 85705

Dear Mr. Munger,

As the Student Body President and Vice President at Ironwood Ridge High School, we would like to submit this proposal to you to request permission from the Amphitheater School District Governing Board, Oro Valley Fire Marshall, and the Oro Valley Police Department to set off fireworks at Ironwood Ridge's 2023 Graduation Ceremony on May 17th, 2023.

1. The fireworks company to be used is Fireworks Production of Arizona, Ltd. Their mailing address is 17034 S. 54th St., Chandler, AZ85226 Phone: (480) 948-0090 Fax #480-423-5430 Toll free # 877-948-0090 E-mail: info@fireworksaz.com
2. We request fire coverage for the entire procedure and inspection of the grounds if necessary.
3. We are aware of the regulations in Chapter 9.04 regarding the use of fireworks in Arizona.
4. The fireworks display will take place after the ceremony is over on the football practice fields directly west of the football stadium.

We think they would be a wonderful addition to the celebration and hope to continue this tradition. We ask that you strongly consider this proposal. If you have any questions or concerns, please feel free to call us at 520-696-4000 and leave a message with Ms. Fowler in Dr. Jenkins's office or 520-407-4133 which is Ms. McGowan's classroom phone. We would be happy to meet with you and discuss this proposal. Thank you for your time.

Sincerely,

Rachel Barriga
Student Body President

Kate Cherrington
Student Body Vice President

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