

Canyon del Oro High School

Paul DeWeerd, Principal
25 W. Calle Concordia
Oro Valley, AZ 85704
(520) 696-5560 • FAX (520) 696-5590

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GOVERNING BOARD MEMBERS

Deanna M. Day, M.Ed.
President

Jo Grant
Vice President

Kent Paul Barrabee, Ph.D.

Julie Cozad, M.Ed.

Scott A. Leska

SUPERINTENDENT
Patrick Nelson

MEMORANDUM

TO: Mr. Patrick Nelson
Superintendent

FROM: Paul DeWeerd *PAD*

DATE: March 24, 2016

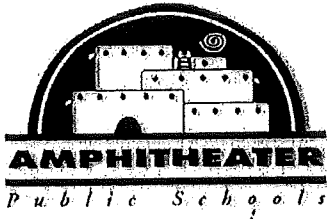
SUBJECT: 2016 Graduation Fireworks Display

Oro Valley Police Officer Beauchamp has been in contact with Oro Valley Police Chief Sharp. Officer Beauchamp will coordinate the efforts of CDO, Golder Ranch Fire and the Fireworks Company.

I am recommending that the CDO High School graduating class of 2016 be given approval from Amphitheater School District for their proposed fireworks display on May 18, 2016. 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: Monica Nelson



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March 10, 2016
Officer Beauchamp
Canyon Del Oro High School
25 W. Calle Concordia
Oro Valley, AZ 85704

Dear Officer Beauchamp:

As the Senior Class 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 2016 Graduation.

1. The Fireworks company to be used is:
Fireworks Production of Arizona, Ltd., 17034 S. 54th St., Chandler, AZ 85226 (480)
948-0090 Fax #480-423-5430 Toll free #877-948-0090 email: 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 Wednesday, May 18, 2016, 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. This will be our 22nd year for using fireworks in general. Last year's fireworks went well and added a very nice touch to our Graduation festivities.

I ask that you strongly consider this proposal. If you have any questions or concerns, please feel free to call us at 696-5654 and leave a message with Ms. Quinn, our Student Government Advisor. We would be happy to meet with you to discuss this proposal. Thank you for your consideration.

Best Regards,

Hayden Hawkins
Senior Class President

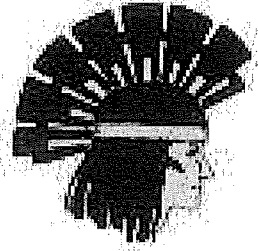
CANYON DEL ORO HIGH SCHOOL

Wednesday, May 18, 2016

Graduation

2 minutes

Total Aerial Effects 66



Following the graduation ceremony, Canyon Del Oro's celebration ends with an impressive series of powerful booms and beautiful colors to electrify and thrill the 2015 graduates and their guests.

Aerial Display:

Canyon Del Oro's Graduation celebration contains an exciting assortment of brilliantly-colored shells, including Chrysanthemums, Waves, Crowns, Peonies and Diadems in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of 38 aerial shells.

3" - **38** Chinese Fancy's & Specials

GRANDE FINALE:

Canyon Del Oro's Graduation fireworks ends in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of 28 – 3" aerial shells.

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 Wednesday, May 18, 2016. 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 \$1,080.00 (the 'Contract Price') as consideration for the fireworks display. Payment will be made as follows:
 - a. Purchase Order in the full amount of the Contract Price upon the signing of this contract; or by no later than Friday, April 15, 2016.
 - b. 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,

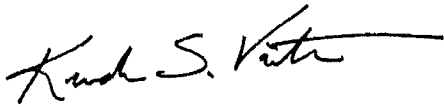
Canyon Del Oro High School will bear the responsibility of the additional costs. If a jurisdiction denies a permit, for any reason, FPA will be released from the terms of this contract and the deposit, minus "Actual Expenses" incurred, will be refunded or credited to Canyon Del Oro High School.

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 \$10,000,000. (3) Worker's Compensation (Industrial Insurance) in the amount of \$9,500,000. 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.
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 by the venue 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. **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.
10. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
 11. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism 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 that may have already accrued to such time.
 12. **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.
 13. **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.

Canyon Del Oro High School



(Authorized Signature)

(Authorized Signature)

Title: Pyro Planning Specialist

Date: March 23, 2016

Title: _____

Date: _____