

OPERATING AND PROFESSIONAL SERVICES AGREEMENT
Lawton's Independence day, Lawton-Fort Sill Freedom Festival

THIS AGREEMENT made and entered into this the ____ day of _____ 2023 by and between the City of Lawton, an Oklahoma municipal corporation (the "City") and LimeLight Productions, LLC (the "Provider"),

WHEREAS, the City requires expert assistance with sound, stage, lighting and PyroMusical choreography to effectuate the delivery of a community pyrotechnic fireworks display on July 1, 2023 at Elmer Thomas Park in conjunction with its "Lawton-Fort Sill Freedom Festival"; and

WHEREAS, the City requires expert assistance with booking and coordinating a headline performer to perform on July 1, 2023 at Elmer Thomas Park in conjunction with its "Lawton-Fort Sill Freedom Festival"; and

WHEREAS, LimeLight Productions, LLC, is an organization experienced in and well qualified to provide such expert services;

NOW, THEREFORE, for and in consideration of the promises, covenants, commitments and undertakings herein set forth, the City and the Provider agree as follows:

Services of the Provider:

1. On Saturday, July 1, 2023, using the very best pyrotechnic devices and aerial shells available, and supplying as necessary all licensed professionals, technicians, crews, equipment, materials and services at its sole expense, the Provider shall organize, administer and promote a pyrotechnic fireworks display event at Elmer Thomas Park, located at SW 6th Street and Ferris Avenue, City of Lawton, Oklahoma. The launch time is scheduled to begin at 9:30 p.m., contingent on the weather, and launch time will proceed within the explicit discretion of the City Manager. If the fireworks are unable to be launched due to weather or safety concerns on July 1, 2023, the fireworks will be launched on the 14th or 15th of July, 2023. If for any reason fireworks are unable to be to be launched on the 14th or 15th of July, 2023, the City and Provider will negotiate a contract amendment with additional alternate firework launch dates and times agreeable to both parties. The display event must accommodate an anticipated attendance of approximately thirty to forty thousand people. The pyrotechnic display components should launch to a minimum height of 100 feet to maximize audience view in the park. The parties will designate a specific launching area for the pyrotechnic display as provided below. The fireworks display shall continue for 25-30 minutes in length. The choreographed display shall utilize a wide variety and color of pyrotechnic devices. The production should progress to a dramatic "Grand Finale" pyrotechnic display at the conclusion of the display event.
2. As integral to providing the pyrotechnic fireworks display event, the Provider shall choreograph the firework shots and other display components to patriotic music readily audible by all spectators present. In connection therewith, the Provider shall further supply and operate the following: the sound and lighting systems and equipment; the roof top system for the stage; the FM transmitter; such other components and equipment necessary for the operation and

execution of the foregoing; the selection of patriotic music to be utilized; and sufficient and trained personnel to operate the equipment

3. The Provider and the City will cooperate and coordinate in the planning and execution of the fireworks display event. Prior to the event, the Provider will arrange to meet with officials from the City to effect such cooperation and coordination. These should include the City's Police Department, Fire Marshall, and Parks and Recreation Department as necessary. The Provider and the City will designate a safe location at Elmer Thomas Park for launching the pyrotechnic ordinance and other display components. Except for the purposes of such meeting, the Provider will not have access to the designated location for setting up launching equipment and preparing the pyrotechnic ordinance for firing prior to June 26th, 2023. At or prior to this meeting, the Provider will supply the City with a written progression of events for planning and coordination purposes, a spreadsheet or similar listing of the sizes and number of shells to be used in the display, the identity and qualifications all Provider personnel assigned to the display event, the name and contact information of the individual who will supervise the fireworks display event and act as a contact person for the Provider, such other information as the City may reasonably require.
4. Once the parties identify the location for launching the fireworks display, the Provider will inform City officials of the minimum area needed to exclude spectators and others for public safety, hereinafter referred to as the "Exclusion Zone". The City will provide sufficient law enforcement and other public safety personnel to keep spectators and automobiles outside the Exclusion Zone and to otherwise maintain public order and restrict vehicular traffic immediately before, during and immediately after the fireworks display event. The City will not be responsible for the protection and safekeeping of the Provider's property. The Provider shall supervise, keep safe and supply security for its personnel and property within the Exclusion Zone at all times, to include 24-hour security as needed.
5. The Provider shall undertake all responsible measures necessary to protect persons and property against hazards associated with the storage, handling and discharge of pyrotechnic ordinance and other display components before, during and after the fireworks display event. Without limitation, this shall include: utilizing licensed pyrotechnic operators and trained, experienced technicians and other assistants; combing the grounds both inside and outside the Exclusion Zone for any live or hazardous pyrotechnic materials immediately preceding and after the fireworks display; and providing sufficient personnel at the fireworks discharge location to provide security and public safety as herein stated.
6. On Saturday July 1, 2023 in connection with the delivery of a community pyrotechnic fireworks display at Elmer Thomas Park in conjunction with the City's "Lawton-Fort Sill Freedom Festival", Provider agrees to supply and operate the stage, light and sound system and other necessary equipment along with professional consulting services to the City to choreograph the fireworks display and professional consulting services to the City to coordinate the performance of the selected reputable headline performer.

Provider agrees to provide appropriate Audio, Lighting, and Labor to the technical needs of the selected headline performer and the choreographed firework display, to explicitly include:

Trucks/Shipping

Production 1 Audio Shipping

Production 120 Audio Shipping

Production 120 Lighting Shipping

Roof Top

Approximately 40X24 foot Roof Top, Full truss roof system and water-shedding skin.

Trussing will accommodate customers personalized blow through banner up to 38' wide and 4 feet deep/long.

Generator

Provider will provide one working generator for the duration of need to power all equipment provided by provider.

Techs/Labor

Provider will use only highly skilled and experienced sound technicians and stage setup and tear down crews. All costs associated with labor and technicians are included in the total cost of the agreement. Provider's crews will be accustomed to working sound for the choreography involved in the fireworks show. Sound technicians will coordinate with radio for live feed.

Provider further agrees to begin setup of the above-listed stage, light and sound system, and other necessary equipment on or before July 2, 2023.

Provider will have a company representative available upon request to attend committee meetings regarding the "Lawton-Fort Sill Freedom Festival" that pertain to execution of the event. City will provide company representative at least two-weeks' notice prior to committee meeting in which the representative is to attend. Provider will provide the City with a digitally rendered preview of the firework show at least thirty days prior to the event.

Provider will provide 1 Stage Manager/PyroMusical Production Manager for coordination of live performers, stage, sound, lights, and fireworks choreography and projection of sound to general park areas. All costs associated with said Stage Manager/PyroMusical Production Manager are included in the total cost of the agreement.

Provider will ensure that all equipment is professional in appearance and well maintained. Provider will setup and tear down any staging and equipment supplied by Provider.

Headline Performer

Provider shall recommend a headline performer to the City, and upon the city's acceptance of a recommended performer, the Provider shall negotiate the contract in the best interest of the City. All costs associated with said headline performer are included in the total cost of the agreement, and Provider is to provide detailed invoices of performance fees and expenses.

Insurance

The Provider shall coordinate and produce proof of insurance for all vendors working on City property. City of Lawton and McMahon Auditorium and any other parties added by Provider or

City of Lawton will be listed as an additionally insured on all Insurance Policies in effect for performances. LimeLight Productions to provide proof of one million dollars (\$1,000,000.00) event planning and contract insurance policy. Fireworks Display company to maintain general liability coverage in the amount of four million dollars (\$4,000,000.00) and Sound Company to maintain not less than three million dollars (\$3,000,000.00) per occurrence with standard "Broad Form, Contractual, Bodily Injury and Property Damage" provisions; and, Oklahoma Worker Compensation Coverage on all employees. The Provider will demonstrate proof of the above requirements by delivering all pertinent certificates on insurance to the City not less than five (5) working days prior to the display event.

City agrees as follows:

Payment –

Upon receipt from the Provider of a duly-executed claim form, which must have attached thereto a copy of this contract, the City will pay the Provider as follows:

- a. The Eighteen Thousand and No/100 Dollars (\$18,000) made payable to Limelight Productions, LLC, and tendered upon the completion of the event and no later than August 1st, 2023.
- b. The sum of Seventy-Five Thousand and No/100 Dollars (\$75,000) to be made payable to LimeLight Productions, LLC to be used exclusively for costs associated with pyrotechnic fireworks show, and tendered upon the completion of the event and no later than 15th of July, 2023.
- c. The sum of Four Thousand and No/100 Dollars (\$4,000) to be made payable to Limelight productions, LLC to be used exclusively for performer associated with a headline performer selected by the City, and tendered upon the completion of the event and no later than August 1st, 2023.

The City further agrees to provide up-to five (5) double hotel rooms for one (1) night for use by Provider for dates between June 24 and July, 4, 2023. The City will not be responsible for any damage howsoever caused (whether by the deliberate, negligent, or reckless act) to the room(s), hotel's premises or property caused by Provider or Provider's contractors/employees or any incidental and room service charges above and beyond the cost of the rooms.

Term and Extensions

This agreement shall continue for one (1) year from the date first shown above. Further, during this contract term, as part and parcel of this agreement and of the consideration given by and between the Provider and the City, the City hereby retains the Provider to supply the same services described hereinabove on an on-call, as-needed basis at the discretion of the City. The Provider shall render these services at such time and date, and at such location, as the City, upon advance notice to the Provider, may reasonably designate within its corporate limits. The City shall pay the Provider the same amount as herein stated and in the same manner for each such subsequent event requested by the City. By written agreement endorsed by both parties, this agreement may be extended for one additional one-year extension.

IN WITNESS WHEREOF, the parties set their respective signatures:

LIMELIGHT PRODUCTIONS, LLC

BY: _____
Denise Castelli, President

and

THE CITY OF LAWTON, OKLAHOMA,
a municipal corporation

BY: _____
Stan Book, City Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this ____ day of _____, 2023.

City Attorney