

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE April 24, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Hold the Seventeenth Annual Fireworks Celebration on Sunday, July 1, 2012, at Woodward Reservoir Regional Park

STAFF RECOMMENDATIONS:

1. Authorize the Department of Parks and Recreation to hold the Seventeenth Annual Fireworks Celebration on Sunday, July 1, 2012, at Woodward Reservoir Regional Park located off of 26 Mile Road in the unincorporated area of Stanislaus County.
2. Authorize the Director of Parks and Recreation to promote and support activities related to the Seventeenth Annual Fireworks Celebration.
3. Authorize the Director of the Department of Parks and Recreation to sign the necessary contractual agreements for the event.

FISCAL IMPACT:

If approved, one-time costs for this event and its related activities including overtime are estimated at \$33,975.71. These costs include but are not limited to: \$20,000 for the fireworks show, \$660 for permits, \$500 for advertisement, \$2,586.44 for Oakdale Rural Fire, \$5,664.99 for the California Highway Patrol, and \$991.00 for barricades and directional signage. The Department of Parks and Recreation will spend approximately \$2,800 in overtime for no more than 200 hours of additional staff time. Caltrans will provide support at a cost of \$773.28.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-188

On motion of Supervisor Withdraw, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Hold the Seventeenth Annual Fireworks Celebration on Sunday, July 1, 2012, at Woodward Reservoir Regional Park

FISCAL IMPACTS (Continued):

These costs will be offset by revenues collected during the weekend event and are accounted for in the Parks and Recreation budget. Last year, the fireworks celebration was held on Saturday, July 2, 2011. The event brought in an estimated \$246,335 in revenue over a five-day period beginning on Thursday, June 30, 2011.

DISCUSSION:

Over the last sixteen years, the Department of Parks and Recreation has held an annual fireworks celebration at Woodward Reservoir Regional Park. The Woodward Reservoir Annual Fireworks Celebration provides citizens and visitors of Stanislaus County the ability to celebrate Independence Day in a safe environment by providing traditional firework festivities. Through this annual event, the County continues to strengthen its community image and sense of place by providing a celebration of this Federal holiday commemorating the adoption of the Declaration of Independence on July 4, 1776. In order to conduct this event, the Department proposes to enter into an agreement with J&M Displays West (Attachment A) to provide the fireworks display.

The Annual Fireworks Celebration will be promoted through public service announcements via newspaper and other media outlets. Flyers and posters will be distributed at Modesto and Woodward Reservoirs, County facilities, and local businesses throughout the County.

The California Highway Patrol will handle street patrol near Woodward Reservoir by providing uniformed personnel to assist in the ingress and egress of motorists on adjoining county roadways and highways (Attachment B). Stanislaus County Sheriff Deputies will be onsite on reservoir grounds throughout the event for the safety and security of park patrons.

POLICY ISSUE:

Approval of this agenda item to hold the Seventeenth Annual Fireworks Celebration on Sunday, July 1, 2012, is consistent with the Board's priorities of A Safe Community, Effective Partnerships, and the Efficient Delivery of Public Services. The Department of Parks and Recreation strives to manage its facilities by ensuring that events remain safe while providing community connections and families an opportunity to gather and enjoy the outdoors.

STAFFING IMPACTS:

The recommended action will add no more than 200 hours of overtime to effectively manage the Seventeenth Annual Fireworks Celebration.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: 209-525-6770

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 9-08) OPI 071

THIS AGREEMENT, Reimbursable Services Control Log # R12-465-0001 made and entered into this _____ day of _____, _____, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Stanislaus County Department of Parks and Recreation, hereinafter called Stanislaus County Department of Parks and Recreation.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, Stanislaus County Department of Parks and Recreation and CHP do hereby agree to the following terms and conditions:

1. When traffic control security services vehicle inspections other details for _____
Woodward Reservoir July 4th Fireworks Show
are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control at the entrances of Woodward Reservoir and surrounding county roads.
2. The term of this agreement will be 07/01/2012 to 07/02/2012.
3. CHP Coordinator shall be Sergeant Ben Ashby, telephone number (209) 545-7440.
4. In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.
5. This agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and miles indicated in this agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division or Area office and the service location.
7. The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, Stanislaus County Department of Parks and Recreation agrees to pay the increased rates.
8. In consideration for the above services and upon receipt of an itemized invoice, _____
Stanislaus County Department of Parks and Recreation agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to Stanislaus County Department of Parks and Recreation shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	<u>14.5</u> hrs.	@	\$ <u>82.22</u>	\$ <u>1192.19</u>
Officer:	<u>59.5</u> hrs.	@	\$ <u>67.61</u>	\$ <u>4022.80</u>
Vehicle mileage:	<u>600</u> miles	@	\$ <u>0.75</u>	\$ <u>450.00</u>
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____


TOTAL ESTIMATED COSTS (Estimate exceeding \$50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit): \$ 5664.99

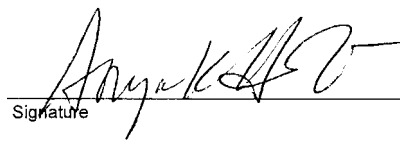
9. Payment/Deposit/Purchase Order shall be required before services can be performed.
 - a. Amount of Deposit collected: \$ 5,664.99
 - b. Check Number/Purchase Order Number: _____
 - c. Cash Receipt Number: _____

10. Stanislaus County Department of Parks and Recreation agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.
11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, Stanislaus County Department of Parks and Recreation agrees to pay every assigned uniform employee a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.
12. Stanislaus County Department of Parks and Recreation will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
13. Stanislaus County Department of Parks and Recreation agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed employee.
14. Stanislaus County Department of Parks and Recreation agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee **is notified** of such cancellation, Stanislaus County Department of Parks and Recreation will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
15. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA
 Department of California Highway Patrol

REQUESTOR'S NAME

 03-28-12
 Commander Signature Date


 Signature Date

L. C. Duncan
 Printed Name

Ms. Sonya Harrigfeld
 Printed Name

Captain
 Title

Director, Stanislaus Co. Dept. of Parks & Recreation
 Title

465 - Modesto Area
 Location Code

3800 Conucopia Way, Suite C
 Address

Modesto CA 95358
 City State Zip Code

(209) 525-6783
 Telephone Number

For use by City/County Clerk	
Approved as to form by	Date

This agreement under \$50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.

2012 Year

Sergeant (0900 hrs to 2330 hours)	shift hours	total hours	Cost per hour	Subtotal	
	1	14.5	14.5	\$82.22	\$1,192.19
Officer (0900 hrs to 2330 hours)					
	3	14.5	43.5	\$67.61	\$2,941.04
Officer (0730 hrs to 2330 hours)					
	4	4	16	\$67.61	\$1,081.76
Cars	Miles	Total miles	cost per mile		
	8	75	600	\$0.75	\$450.00

Grand Total \$5,664.99

2011 YEAR

Sergeant (0900 hrs to 2330 hours)	shift hours	total hours	Cost per hour	Subtotal	
	1	14.5	14.5	\$91.98	\$1,333.71
Officer (0900 hrs to 2330 hours)					
	3	14.5	43.5	\$75.64	\$3,290.34
Officer (0730 hrs to 2330 hours)					
	4	4	16	\$75.64	\$1,210.24
Cars	Miles	Total miles	cost per mile		
	8	75	600	\$0.63	\$378.00

Grand Total \$6,212.29



J&M Displays West
P.O. Box 3444
Diamond Springs, CA 95619
916-870-0531 Phone
530-626-7444 Fax

FIREWORKS PRODUCTION AGREEMENT

This agreement ("Agreement") is made this 24 day of April, 2012 by and between J&M Displays West an Iowa corporation, hereinafter referred to as ("J&M"), and Stanislaus Park & Recreation, hereinafter referred to as ("BUYER"). J&M and BUYER are sometimes referred to as "Party" or collectively as "Parties" herein.

1. SERVICES TO BE PROVIDED:

The BUYER hereby engages J&M and J&M hereby agrees to provide the services necessary or required to design, create, develop, construct, maintain and otherwise produce for the BUYER the Fireworks Production (collectively, the "PRODUCTION") required by the BUYER for the production of its Event (the "event") per the agreed upon proposal and or Job Contract, hereto attached and submitted as Exhibit "A".

J&M Duties — J&M shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, apply for all pyrotechnic permits (the cost of which, including standby fees, shall be paid by BUYER) relating to the Production, insurance covering the Production and the other things on its part to be performed as set forth below in this Agreement.

BUYER Duties— BUYER shall provide to J&M a suitable site ("Site") for the Production, security for the Site as set forth below, access to the Site, any permission necessary to utilize the Site for the Production. All Site arrangements are subject to J&M's reasonable approval as to safety, suitability, and security. All other conditions of the Site shall be the responsibility of BUYER, including, but not limited to, access, use, and control, parking and general safety with respect to the public, BUYER personnel and other contractors.

2. Time For Performance:

The Production shall take place on July 1, 2012 The production will occur at approximately 9:30 p.m., at the site Located at: Woodward Regional Park Peninsula, Northwest Side of Woodward Res., 6501 Dodds Rd, Oakdale, CA.

3. Delivery:

J&M shall deliver each item covered herein by the agreement to the BUYER in accordance with Clause 1 above, subject to delays due to force majeure events.

4. COMPENSATION:

Provided J&M is not in breach of this Agreement and has rendered all services required by the BUYER hereunder, during the Term, the BUYER shall pay J&M the following sums, all shown in U.S. dollars, Except as noted (or the pro rata portion thereof for any partial set) as follows:

A. Terms and Condition

- 1) **Fee and Deposit** Upon execution of this agreement, unless otherwise mutually agreed upon terms have been established; BUYER agrees to pay J&M a fee of \$20,000.00 USD (TWENTY THOUSAND DOLLARS) for the Production. BUYER shall pay to J&M \$10,000.00 USD (TEN THOUSAND DOLLARS) plus estimated permit and standby fees, specified production costs, and other regulatory costs estimated at \$660.00, for a total of \$10,660.00, as a deposit ("Deposit"). The deposit must be received no later than April 1, 2012. The balance of \$10,000.00 USD (TEN THOUSAND DOLLARS) shall be paid no later than July 2, 2012.

- B. To the extent that changes required by the BUYER in the plans cause a material increase in the cost of producing the production J&M shall promptly notify the BUYER in writing of the approximate amount of such increase, and the BUYER and J&M shall in good faith determine an appropriate increase in the compensation payable to J&M pursuant to clause 4 (B) above.
- C. Unless specifically included in exhibit A, BUYER will further pay all costs to purchase and procure the following :
 - a) All Necessary Permits and or Local License fees, Excluding State License fees for J&M.
 - b) All necessary fire prevention equipment and personnel as may be required by the authority having jurisdiction.
 - c) Secure parking for J&Ms vehicles on the show site.
 - d) Clean Dry Sand if required for mortar boxes or troughs.
- D. Interest - In the event that the Fee is not paid in a timely manner, BUYER agrees to payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

5. OBLIGATIONS OF J&M:

J&M shall furnish at no additional cost to the BUYER:

- a) All pre-production labor costs incurred by J&M for its administrative and production employees, including, but not limited to, hourly wages and employer contributions required by law or applicable collective bargaining agreements;
- b) All materials and supplies used by J&M to build and produce the production.
- c) Clean up and removal of all equipment and supplies used in the Production including all live pyrotechnics materials and debris.
- d) Except as otherwise specifically provided in this Agreement, any and all other incurred expense including, but not limited to, rental, repair, and maintenance of tools and equipment and any and all other costs, fixed or otherwise, required by J&M to perform the services required hereunder.

6. WARRANTIES AND INDEMNIFICATION:

1) It is hereby represented and warranted that:

- a) Claims: The Production shall be free from any and all claims, liens, judgments, or suits of any nature, and that implementation of the production will not impair or interfere with the BUYER's exploitation of the Production or any other rights granted to the BUYER hereunder, and that in connection with the services rendered by the J&M, J&M will not knowingly violate or infringe upon the trademark, trade name, copyright, patent, literary right or any other right of any other person, firm or corporation.
- b) BUYER represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production including but not limited to music rights or royalties for public performance.

2) Condition: The Production, when setup and executed correctly as designed and specified by J&M, will be suitable for the purposes intended, and will not utilize any practice which is likely to cause personal injury or other health hazards to persons viewing the production as contemplated hereunder or working within the recommended proximity of the production.

3) The BUYER hereby represents and warrants that it has ascertained that the requisite ceiling heights and or display fallout radius as specified by J&M will be available and appropriate safety clearances will be maintained over and around the production at all times prior to while the production is in performance

4) BUYER shall indemnify, hold harmless, and defend J&M from and against any and all claims, actions, damages, liability and expenses, including but not limited to attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of BUYER, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

J&M shall have no responsibility for monitoring or controlling BUYER's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

J&M shall indemnify and hold harmless the BUYER and its officers, directors, shareholders, employees and representatives from and against any and all cost, liability, damages and expense (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of J&M, their officers, agents, contractors, providers, or employees.

7. OWNERSHIP OF PRODUCTION:

All rights to the Production and the design thereof shall be the property of the J&M, who shall retain all copyright, trademark and other proprietary rights in the Production.

8. OWNERSHIP OF PROCEEDS:

All of the proceeds of the services rendered hereunder by J&M are works specifically ordered by the BUYER, and the BUYER shall have the free and unrestricted right to use and exploit the production in any manner whatsoever as the BUYER may designate in its sole discretion. The J&M reserves the right to use images of the production on its own website and promotional materials within the extent provided by and subject to copyright laws. In all cases the photos will be credited to the owner.

9. INSURANCE:

J&M shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with J&M's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance, and unemployment insurance as required by law. In connection with workers' compensation insurance, the J&M is furnishing the Crew's services to the BUYER, thus, for the purposes of any and all applicable workers' compensation statutes, no employment relationship exists between the Crew on the one hand and the BUYER on the other since the J&M is the "general employer" of the Crew and the BUYER is merely their "special employer" as such terms are understood and used within the context of workers' compensation law.

General Liability Insurance is to protect BUYER from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from J&M's performance of this Agreement, only. Such insurance shall not include claims which arise from BUYER's negligence or willful conduct or from failure of BUYER to perform its obligations under this Agreement, coverage for which shall be provided by BUYER.

10. PERMITS:

J&M will assist the BUYER in applying for all necessary local permits to allow the exhibition and use of pyrotechnics in the Production. BUYER will pay directly to the jurisdiction having authority any and all necessary permit fee(s). J&M will not be liable for any failure to obtain such permits if such failure is due to a) BUYER's failure to timely comply with local laws and/or regulations, or b) refusal of a local authority having jurisdiction over a particular venue to issue the necessary permit and such refusal is beyond J&M's control.

BUYER shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

11. Cleanup:

J&M shall be responsible for the removal of all equipment provided by J&M and clean up of any live pyrotechnic debris resulting from the production. BUYER shall be responsible for any other clean up which may be required of the Production, set-up, discharge and fallout areas, including any environmental clean-up.

12. Safe Display Operation:

J&M and BUYER shall each comply with all applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within J&M's sole discretion to determine whether or not the Production may be safely discharged or continued, or for J&M to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of J&M,

13. MISCELLANEOUS PROVISIONS:

Limitation of Liability - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 6 and 9, above, in the event BUYER claims that J&M has breached this Agreement or was otherwise negligent in performing the Production provided for herein, BUYER shall not be entitled to claim or recover monetary damages from J&M beyond the amount BUYER has paid to J&M under this Agreement, and shall not be entitled to claim or recover any consequential damages from J&M including, without limitation, damages for loss of income, business or profits.

Force Majeure - BUYER agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of J&M which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which BUYER has purchased the Production

No Joint Venture - It is agreed, nothing in this Agreement or in J&M's performance of the Production shall be construed as forming a partnership or Joint venture between BUYER and J&M. J&M shall be and is an independent contractor with BUYER and not an employee of BUYER. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

Assignment: The BUYER may transfer or assign this Agreement or all or any part of its rights hereunder to any person, firm or corporation, and this Agreement shall inure to the benefit of and

be binding upon the heirs, successors and assigns of either of the parties hereto. No such transfer or assignment, however, shall relieve the BUYER of its obligations to the J&M hereunder unless the transferee or assignee shall assume in writing such obligations. The J&M may assign its right to receive revenues hereunder, but otherwise it shall not assign any of its obligations or rights relating to this Agreement.

Notices: All notices (and statements and payments, if applicable) shall be in writing and shall be given by the parties personally or by mailing (postage prepaid), or by faxing with copy by mail same to the appropriate party at the addresses set forth below:

J&M — J&M Displays West, PO Box 3444, Diamond Springs, CA 95619

Or for overnight delivery to: J&M Displays West, 18060 170th Ave, Yarmouth, IA 52660

BUYER- Stanislaus Park & Recreation, 3800 Cornucopia Way, Ste. C, Modesto, CA 95358

The date of receipt of such personal delivery, mailing or faxing shall be presumed to be not later than two (2) days following submission of such notice, statement or payment, properly addressed to the applicable party.

Governing Law: The laws and judicial decisions of the State of California applicable to agreements entered into and to be wholly performed therein shall govern this Agreement.

Additional Documents: The parties hereby agree to execute such additional document(s) as may be reasonably necessary or desirable in order for either of such parties to enforce their respective rights hereunder.

Entire Agreement: This Agreement expresses the binding and entire agreement between the BUYER and the J&M and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. All terms of the Agreement are in writing and may only be modified by written agreement of both parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

Severability- This agreement shall become effective after it is executed and accepted by the BUYER and after it is executed and accepted by J&M at its offices in Yarmouth, IA. This Agreement shall be binding upon all Parties hereto and upon their heirs, successors, executors, administrators, and assigns.

EXECUTED as of date first written above:

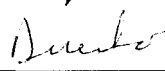
J&M DISPLAYS WEST

By: 

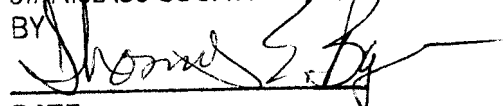
Sales Representative: Steve Souza

Stanislaus Park & Recreation

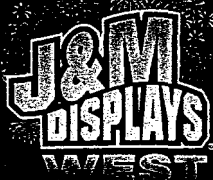
By: 

Its: 
Sonya K. Harrigfeld
(Print Name)

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY: 

DATE: _____



PO Box 3444
 Diamond Springs, CA 95619
 VOICE: 916-870-0531
 FAX: 530-626-7444
 EMAIL: ssouza@jandmdisplays.com

Your custom proposal for Stanislaus Parks & Rec

Opening - 2.5 Inch Finales

- 2 Salute finale with palm 10 shot
- Type shell count 20
- Category shell count 20

Main Event - Ignition Items

- 50 Igniter 3 meter leads
- 0

Main Event - 3 Inch Color Shells

- 2 Blue ring pattern
- 2 Glittering willow ring
- 2 Half sea blue peony & half brocade crown gold tail
- 2 Red ring pattern
- 2 White ring pattern
- 2 Willow with strobe pistol gold tail
- 2 Chrysanthemum with crackling, assorted colored tail
- 2 Color to flash peony, assorted silver tail
- 2 Strobe w/ ring, assorted
- 2 White flashing willow silver tail
- 1 Assortment B of 20 different J&M Brand shells (low fall) mixed tails
- 2 Assortment F of 20 different J&M Brand Shells
- 2 Assortment H Of 20 different J&M shells
- 1 Assortment I of 20 different J&M Brand shells

Type shell count 140

Main Event - 3 Inch Special Effect

Shells

- 2 Artillery titanium
 - 2 Color whistle with reports
 - 2 Red and blue w/ silver serpents
 - 2 Red and blue w/ whistles
 - 2 Red and blue w/artillery
- Type shell count 10

Main Event - 4 Inch Color Shells

- 2 Glitter crossette flower crown tail
- 2 Half blue and half red with midnight snow ring
- 2 Red and blue dahlia with silver bees
- 2 Three color comet shell w/pistol, assorted
- 1 Assortment A of 20 different J&M Brand shells mixed tails
- 1 Assortment B Of 20 different J&M Brand shells
- 2 Assortment G of 20 different J&M Brand shells
- 2 Assortment P of 20 different J&M Brand shells mixed tails

Type shell count 128

Main Event - 4 Inch Special Effect

shells

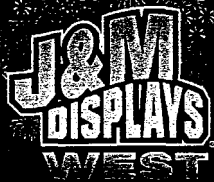
- 1 Blue to flickering silver peony with red pistol
- 2 Crackling Kamuro
- 2 Glittering palm with glittering trunk glittering trunk
- 1 Glittering silver to blue to crackling with crackling pistol
- 1 Green with whistles
- 1 Lemon and purple with artillery
- 1 Orange and green with artillery
- 2 Red and blue w/ whistles
- 1 Spinning silver reports w/ variegated stars
- 1 Corolla chrysanthemum to blue and salute
- 1 Go-getter assorted colors
- 1 Reporting comets with strobe and color
- 1 Tourbillion w/reports w/variegated stars

Type shell count 16

Main Event - 5 Inch Color Shells

- 1 Rainbow crossette
- 1 Assortment S of 10 Special J&M Brand 5" pattern shells
- 1 Assortment D Of 15 different J&M Brand shells mixed tails
- 1 Assortment F of 15 different J&M brand shells mixed tails
- 2 Assortment H of 15 different J&M Brand Shells
- 1 Assortment Q of 15 different J&M Brand shells mixed tails

Type shell count 86



PO Box 3444
Diamond Springs, CA 95619
VOICE: 916-870-0531
FAX: 530-626-7444
EMAIL: ssoza@jandmdisplays.com

Your custom proposal for Stanislaus Parks & Rec

Main Event - 5 Inch Special Effect

Shells

- 1 Blue sunflower
- 1 Crackling kamuro with spangle crackling pistil
- 1 Ghost red peony with blue petal
- 1 Gold rain dandelion gold rain trunk
- 1 Green strobe
- 1 Happy kamuro chrysanthemum gold tail
- 1 Red gamboge to crackling w/spangle crackling pistil
- 1 Spangled chrys with gold willow pistil & purple ring
- 1 Spinning silver reports w/red & blue stars
- 1 Screaming whistles and effect

Type shell count 10

Main Event - 6 Inch Color Shells

- 1 Glittering willow
- 1 Multi-color comets
- 1 Rainbow crossette
- 1 Three times flowers, red, white and blue red tail
- 1 Assortment J of 10 different J&M Brand shells mixed tails
- 1 Assortment Q of 10 different J&M Brand shells mixed tails

Type shell count 24

Main Event - 6 Inch Special Effect

Shells

- 1 Crackling coconut with crown flowers jetting small flowers
- 1 Ghost Red Peony with Blue petal
- 1 Golden wave to colored and spangle chrys silver tail
- 1 Green strobe shell of shells
- 1 Happy kamuro chrysanthemum

- 1 Reddish gamboge to variegated with spangle pistil.

Type shell count 6

Main Event - 8 Inch Color Shells

- 1 Brocade crown with eight flowers
- 1 Color to dark to color to crackling, assorted
- 1 Glittering willow gold tail
- 1 Gold flashing crossette with gold flash pistil
- 1 Red to white to blue to silver
- 1 Sea blue peony with orange pistils
- 1 Silver plum crossette chrysanthemum
- 1 Two color change with red brocade pistil, assorted

Type shell count 8

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Main Event - 8 Inch Special Effect

Shells

- 1 Happy kamuro chrys.
- 1 Multicolor palm tree with crown flowers
- 1 Reddish gamboge to crackling chrys with pistils crackling tail
- 1 Variegated diadem chrysanthemum with variegated pistil

Type shell count 4

Category shell count 432

Finales - 2.5 Inch Finales

- 1 Blue peony finale 10 shot
- 1 Glittering Willow finale 10 shot
- 1 Red finale 10 shot
- 3 Red, white and blue finale 10 shot
- 1 White peony finale 10 shot

Type shell count 70

Finales - 3 Inch Finales

- 5 Color (rainbow) finale 12 shot with tails colored tail
- 4 Color finale 12 shot with tails silver tail
- 2 Glittering Willow finale 12 shot
- 5 Red, White, Blue dahlia 12 shot finale mixed tails
- 5 Report and palm finale with rising tails 12 shot mixed tails

Type shell count 252

Finales - 4 Inch Finales

- 2 Peony with palm pistil finale 8 shot silver tail
- 2 Red, white and blue dahlia finale 8 shot

Type shell count 32

Category shell count 354

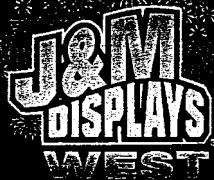
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6 Inch Special Effect Shells

- 3 Gold rain dandelion with gold rain trunk gold rain trunk
- 3 Kamuro chrysanthemum with crackling gold tail
- 1 Half chartreuse/ purple w/ GL kamuro ring

Type shell count 7

Category shell count 7



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Your custom proposal for Stanislaus Parks & Rec

This show includes spectator liability insurance; labor to set up, fire and clean up, equipment, and delivery.

Total shell count: 813

Total price of show: \$20,000.00

Proposal print 2

Customer number: 8912

Date of display: 7/1/2012

Packing check: 621

Estimated weight in pounds: 723

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