

COUNCIL AGENDA STATEMENT



Meeting Date: April 14, 2026
To: Honorable Mayor and City Council Members
From: Diane Clavier, City Clerk
Through: Steve Williams, City Attorney/Interim City Manager

Agenda Item: Resolution 2026-40, Waiving The City’s Purchasing Policies And Approving The Purchase Of Fireworks From Firepower Displays Unlimited, LLC For The City’s July 4th Event, In An Amount Not To Exceed \$36,250.00; Authorizing The City Manager To Enter Into An Agreement In Connection Therewith, Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City of Marathon traditionally hosts a fireworks display at Sombrero Beach on July 4th . The costs have risen due to tariffs.

Staff is asking for a waiver of competitive bidding requirements as allowed in our code, Ordinance 2014-15, specifically Section 2-183, waiver of competitive bidding procedures, the City Council may authorize at a public meeting after majority vote the waiver of competitive bidding procedures upon the recommendation of the City Manager that it is in the City's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

In Florida, municipalities are not generally required to competitively bid public fireworks displays under state law, as they are typically treated as customized services, entertainment, or artistic displays managed by a permitted operator requiring specialized expertise.

CONSISTENCY CHECKLIST:

Table with 3 columns: Item, Yes, No. Row 1: Comprehensive Plan, Row 2: Other, Row 3: Not applicable

FISCAL NOTE:

The adopted FY26 parks & recreation budget in the general fund includes appropriations of \$40,000 for this event.

RECOMMENDATION:

Approval

Sponsored by: Williams

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2026-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND APPROVING THE PURCHASE OF FIREWORKS FROM FIREPOWER DISPLAYS UNLIMITED, LLC FOR THE CITY'S JULY 4<sup>TH</sup> EVENT, IN AN AMOUNT NOT TO EXCEED \$36,250.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2014-15, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

**WHEREAS**, in accordance with Section 2-183, waiver of competitive bidding procedures, the City Council may authorize at a public meeting after majority vote the waiver of competitive bidding procedures upon the recommendation of the City Manager that it is in the City's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms; and

**WHEREAS**, in Florida, municipalities are not generally required to competitively bid public fireworks displays under state law, as they are typically treated as customized services, entertainment, or artistic displays managed by a permitted operator requiring specialized expertise; and

**WHEREAS**, the City wishes to utilize Firepower Displays Unlimited LLC for the City's fireworks display on July 4<sup>th</sup> at Sombrero Beach.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby waives the City's policies and authorizes the City Manager to enter into an agreement, attached as Exhibit A and expend budgeted funds on behalf of the City for the purchase of Fireworks in an amount not to exceed \$36,250.00.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>th</sup> DAY OF APRIL, 2026.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynny Del Gaizo, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

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Steve Williams, City Attorney



# FIREPOWER DISPLAYS

## Fireworks Display Agreement

**Client:**

*(Signers Legal Name or Business Name)*

**Date of Display:**

**Client Address:**

*(Signers Full Mailing Address)*

**Location of Display:**

**Duration:**

**Type of Event:**

*(ie. Wedding, Birthday, Holiday, etc.)*

**Contract Price:**

**Shoot Time:**

*(Approximate time fireworks to begin)*

**Deposit Required:**

**Client's Agent:**

*(Signers Appointed Contact/Event Planner)*

**Package Tier:**

**Day of Event Contact:**

*(Cell phone number(s) to give "Fire" cue)*

**Special Provisions:**

This Fireworks Display Agreement ("Agreement") is entered into as of the Effective Date of this Agreement by and between Fireworks Displays Unlimited, LLC dba Firepower Displays, a Florida limited liability company ("Company"), and Client as named at the top of page 1 of this Agreement ("Client").

### 1. Deposit and Payments

(a) Client shall pay a deposit of fifty percent (50%) of the contract price upon signing, but no later than thirty (30) days prior to the date of the display. If the display is contracted within thirty (30) days of the display date, the deposit is due immediately.

(b) The remaining balance shall be due and payable no later than three (3) calendar days prior to the scheduled date of display. If this Agreement is executed fewer than three (3) days prior to the scheduled date of the display, full payment shall be due immediately upon execution.

(c) Late payments shall accrue interest at 1.5% per month from the due date.

(d) In the event of non payment, Client agrees to pay Company's reasonable attorney's fees, court costs and travel expenses incurred to compel payment.

### 2. Client's Agent

Client shall designate one authorized representative ("Client's Agent") to whom all questions, requests, or rescheduling inquiries shall be directed.

### **3. Safety and Site Requirements**

(a) Land-Based Displays. Client shall furnish police and/or security, parking supervision, and enforce barricades around the safety zone. Client is responsible for cleanup of debris.

(b) Water-Based Displays. Company shall secure marine permits and coordinate with Coast Guard or marine authorities. Client shall remain responsible for any required venue-related security.

(c) Safety Perimeter. Company may stop or delay the display if persons, vehicles, or animals enter the safety zone and Client fails to enforce its removal.

### **4. Permits and Compliance**

Displays are contingent upon obtaining required permits and compliance with NFPA 1123 and/or 1126, local AHJ regulations, and Coast Guard rules for water-based shows. Company will obtain fireworks-specific permits. This Agreement is contingent upon issuance of such permits.

### **5. Insurance**

(a) Company shall maintain general liability insurance and furnish a certificate of insurance.

(b) All parties listed on the certificate shall be deemed additional insureds.

(c) Where required by venue or AHJ, Sponsor shall also obtain insurance naming Company as an additional insured.

### **6. Indemnification**

Client agrees to defend, indemnify, and hold harmless Company, its employees, officers, and subcontractors, from and against any and all claims, damages, liabilities, costs, and expenses (including attorney fees) arising from or related to (i) Client's breach of this Agreement, (ii) the condition of the event site, or (iii) acts or omissions of Client, its agents, or invitees. Client shall not be responsible for claims directly caused by Company's gross negligence or willful misconduct in handling or firing of fireworks.

### **7. Limitation of Liability**

Company's liability for any claim arising under this Agreement shall not exceed the total fees paid by Client. Company shall not be liable for consequential, incidental, or punitive damages, including lost profits or opportunities.

### **8. Scheduling and Weather**

(a) Displays shall not occur after 11:00 p.m. unless local ordinances permit otherwise.

(b) If delayed by Client beyond permitted hours, Client remains liable for full payment.

(c) If inclement weather, wind exceeding 20 mph, or unsafe conditions prevent the Display, it shall be rescheduled by mutual agreement. Postponement fees (travel, permits, logistics) shall be borne by Client. If no rain date is possible, cancellation fees apply.

### **9. Cancellations**

(a) Client remains responsible for permit fees, police/security, barge/tug rental, equipment rental, show design, and other mobilization expenses.

(b) If the Display is stopped in progress, Client shall remain liable for the contract price minus undischarged materials.

(c) Holiday Penalties. 4th of July contracts canceled after May 1st, and December 31/January 1 contracts canceled after October 1st, shall incur an additional \$3,000 cancellation penalty.

### **10. Force Majeure**

Company shall not be liable for delays or non-performance caused by weather, acts of God, governmental orders, labor disputes, equipment failure outside its control, or other events beyond its reasonable control.

### **11. Acknowledgements and Credit**

Client shall provide Company credit as sole fireworks provider in press releases, advertising, and event programs. Company may use photographs and video of the Display for promotional purposes.

### **12. Technical Standards**

Client acknowledges NFPA 1123 requires at least seventy (70) feet of clearance per inch of shell diameter. Company reserves the right to adjust program content to comply.

**13. Client Responsibilities**

- (a) Client is responsible for notifying residents/venues of the Display, if applicable.
- (b) Client must obtain and pay for all non-fireworks permits (e.g., special event permits).

**14. Debris and Residual Material**

Client acknowledges that firework displays may generate debris, including but not limited to paper, ash, cardboard, clay and cement like tubes and in some cases, flaming or smoldering material. Firepower Displays will take reasonable safety precautions in the setup and execution of the display, but Client understands and agrees that:

- (a) Firepower Displays is not responsible for debris cleanup, property staining, or fire damage caused by falling debris outside of the designated launch and fallout zones.
- (b) Client is responsible for ensuring the display area and fallout zone are free of persons, animals, vehicles, or property that may be damaged by such debris.
- (c) Firepower Displays shall not be held liable for any damage, loss, or injury resulting from debris that falls outside the intended fallout zone due to weather conditions, wind, or other factors beyond its control.

**15. Daytime Smoke Effects**

The Contract Price includes a four (4) hour labor minimum, consisting of one (1) hour for arrival, two (2) hours on site, and one (1) hour for departure. In the event the fireworks display does not commence within the allotted four (4) hour period due to delays caused by the Sponsor's event, additional labor charges shall apply. Any time exceeding the included four (4) hours will be billed to the Sponsor at a rate of forty dollars (\$40.00) per hour, per Firepower Displays technician on site (typically two (2) technicians).

**16. Expiration of Offer**

This Agreement constitutes an offer by Company to provide services described herein. Unless executed by Client within fourteen (14) calendar days from issuance, this offer shall expire unless extended in writing by Company.

- (a) This Agreement is not binding until fully executed. If the Agreement is not signed and returned within a reasonable timeframe and Firepower Displays becomes fully booked for the event date, Firepower Displays may cancel this Agreement without liability.
- (b) Event dates are not reserved until a signed Agreement and required deposit are received.

**17. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall be in Miami-Dade County, Florida.

**18. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and may not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

  
 \_\_\_\_\_  
 Fireworks Displays Unlimited, LLC dba Firepower Displays  
 Allyson Acosta, Managing Member

\_\_\_\_\_  
 Authorized Signatory - Client

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**ATTACHMENT A  
ADDITIONAL TERMS**

This Attachment A ("Attachment") is incorporated into and made part of the Fireworks Display Agreement ("Agreement") between Firepower Displays Unlimited, Inc. ("Company") and \_\_\_\_\_ ("Client").

The following additional terms, logistical requirements, and provisions apply to the fireworks display ("Display"):

**1. Lodging & Accommodations (If Applicable)**

\_\_\_ REQUIRED \_\_\_ NOT REQUIRED

*If left blank, not required*

1.1. Client shall provide and cover the cost of hotel accommodations for Company's crew as follows:

- Number of rooms: \_\_\_\_\_ Number of beds per room: \_\_\_\_\_
- Nights required: \_\_\_\_\_ Check In Date: \_\_\_\_\_ Check Out Date: \_\_\_\_\_
- Hotel location must be within 15 minutes of the display site unless otherwise approved by Company.

1.2. Client shall ensure accommodations allow for late check-in, parking for Company vehicles/trailers, and secure overnight storage of equipment when necessary.

**2. Dock Space / Water Access (If Applicable)**

\_\_\_ REQUIRED \_\_\_ NOT REQUIRED

*If left blank, not required*

2.1. Client shall provide dedicated dock space suitable for loading and unloading fireworks, equipment, and personnel.

- Company may bring its vessel(s) to the property and stage it on-site several days prior to the event.

2.2. Client shall provide safe access to the water, including any required marina permissions, gate codes, or escort personnel.

- At all times during the loading, unloading, or transfer of fireworks to any vessel, boat, or barge, no unauthorized persons or members of the public shall be permitted within one hundred (100) feet of Company equipment or transfer operations.

**3. Conflict Clause**

In the event of any conflict between this Attachment and the main Agreement, the terms of this Attachment shall control with respect to logistical, accommodation, and access provisions.

**ACKNOWLEDGMENT**

By signing below, the parties agree that this Attachment A is incorporated into the Fireworks Display Agreement and is fully binding.

Authorized Signatory - Client: \_\_\_\_\_ Date: \_\_\_\_\_

Company (Fireworks Displays Unlimited, LLC): Collynon Costa Date: \_\_\_\_\_

**ATTACHMENT B**



**ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS** – bursts resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** - exploding comets crackling into crisscrossing effects, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold or silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS**, similar to comets, **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** - very fine lines with an umbrella like effect cascading slowly, **ETC.**

# SHELL COUNT

## FIREPOWER DISPLAYS

	OPENING	BODY	FINALE	TOTAL
<b>1.3G</b>				
2"	_____	_____	_____	_____
2.5"	_____	_____	_____	_____
3"	_____	_____	_____	_____
4"	_____	_____	_____	_____
5"	_____	_____	_____	_____
6"	_____	_____	_____	_____
7"	_____	_____	_____	_____
8"	_____	_____	_____	_____
<b>CAKES</b> <i>up to 2.5" tubes</i>	_____	_____	_____	_____
<b>1.4G CLOSE PROX</b>	_____	_____	_____	_____