

Valley-Wide Recreation and Park District Board of Directors

Division 1
Nick Schouten
President

Division 2
Steve Simpson
Director

Division 3
Jan Bissell
Secretary

Division 4
John Bragg
Vice President

Division 5
Noah Rau
Director

Special Meeting of the Board of Directors

AGENDA

Tuesday, June 2, 2020, 5:00 P.M.

Public Teleconference

URL to join: <https://us02web.zoom.us/j/82264366816>

Or join by phone: US: +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 646 876 9923 or +1 301 715 8592 or +1 312 626 6799

Zoom Webinar ID: 822 6436 6816

Welcome to the Board of Directors Meeting

IMPORTANT MESSAGE: (Special Teleconference Meeting Procedures) In compliance with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic, this meeting is being conducted utilizing teleconferencing and electronic means.

Anyone who wishes to address the Board regarding items not on the agenda may do so under item #7 "Public Comment" when the President requests comments from the audience. You may do so by selecting the "Raise Hand" button on your computer or press *9 on your telephone. You will be called upon when it is your turn to speak. Presentations are limited to three (3) minutes.

Individuals who wish to address the Board regarding items on the agenda should select the "Raise Hand" button on your computer or press *9 on your telephone prior to the item you wish to comment on. Public Comments regarding agenda items will take place prior to Board discussion of each item. Presentations are limited to three (3) minutes.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact, Lanay Negrete, Clerk of the Board, at Lanay@GoRecreation.org. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to this meeting.



Agenda posting, and meetings are done in accordance with Ralph M. Brown Act Government Code § 54954.2 and 54953. **PLEASE NOTE:** District agendas are posted at least 72 hours in advance of regular meetings at the District Office, 901 W. Esplanade Avenue, San Jacinto, California.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. ROLL CALL

5. AGENDA APPROVAL

6. RECOGNITION, PROCLAMATION

➤ None

7. PUBLIC COMMENTS – NON-AGENDA ITEMS

8. BOARD COMMENTS

8.01. Board members wishing to comment may do so at this time

9. VALLEY-WIDE CLEARING ACCOUNTS CHECK LIST

9.01. None

10. FINANCIAL STATEMENTS

10.01. None

11. PRESENTATION

11.01. None

12. CONSENT CALENDAR

12.01. None

13. CONSENT ITEMS HELD OVER

14. PUBLIC HEARING

14.01. None

15. ACTION ITEMS

15.01. Board Discussion of the Annual 4th of July Event

➤ Board of Directors review, discuss, and provide direction to staff regarding the implementation of the annual Fourth of July Event.

16. ITEMS FOR BOARD INFORMATION, DISCUSSION, DIRECTION

16.01. None

EXECUTIVE CLOSED SESSION

➤ None

17. ADJOURNMENT

PLEASE NOTE: District agendas are posted at least 24 hours in advance of special meetings at the District Office, 901 W. Esplanade Avenue, San Jacinto, California.

The next regularly scheduled Board of Directors meeting is scheduled for Monday, June 15, 2020 at 5:30 p.m. the Valley-Wide District Office located at 901 W. Esplanade Avenue, San Jacinto California, 92582. In response to the COVID-19 pandemic and in compliance with California Governor Newsom’s Executive Orders N-29-20, this meeting may be held electronically. If applicable, more information will be provided and available on the June 15, 2020 Board Agenda.

I, Lanay Negrete, Clerk of the Board of Valley-Wide Recreation and Park District, do hereby certify that I caused to be posted the foregoing agenda this 1st day of June 2020 as required by law.

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ACTION ITEM
ITEM 15.01

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AGENDA REPORT

Item No. 15.01

BOARD OF DIRECTORS MEETING:	SUBJECT:
June 2, 2020	Board Discussion of the Annual 4 th of July Event

RECOMMENDED ACTION:

The Board of Directors review, discuss, and provide direction to staff regarding the implementation of the annual Fourth of July Event.

ANALYSIS:

Over the last several months, Valley-Wide Recreation has been faced with numerous difficult decisions regarding the services provided to the public as the nation continues to grapple with the Coronavirus (COVID-19) pandemic. Valley-Wide must now determine the viability of summer programs with little information of when or how the restrictions on large group gatherings and social distancing will be lifted.

Independence Day is a long-time tradition at Regional Park, and always was a special event that brought the community together to celebrate our nations independence. The celebration included a destination spot for much of Hemet/San Jacinto Valley for live entertainment including local artists and performers, vendors and finishing the day with a great fireworks display.

On March 4, 2020, Governor Newsom proclaimed a State of Emergency because of the threat of COVID-19, and on March 12, 2020, through Executive Order N-25-20, he directed all residents to heed any orders and guidance of state and local public health officials. Subsequently, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents to heed the State Public Health Officer’s Stay-at-Home order which requires all residents to stay at home except for work in critical infrastructure sectors or otherwise to facilitate authorized necessary activities. On April 14, 2020, the State presented the Pandemic Roadmap, a four-stage plan for modifying the Stay-at-Home order, and, on May 4th, announced that entry into Stage 2 of the plan would be imminent.

Given the size and diversity of California, it is not surprising that the impact and level of county readiness for COVID-19 has differed across the state. On May 18, 2020, the County submitted to the California Department of Health Services a COVID-19 Variance Attestation Form for Riverside County, which subsequently was approved moving the County into an accelerated Stage 2 of the reopening plan. In the plan, large gatherings are not permitted until Stage 4.

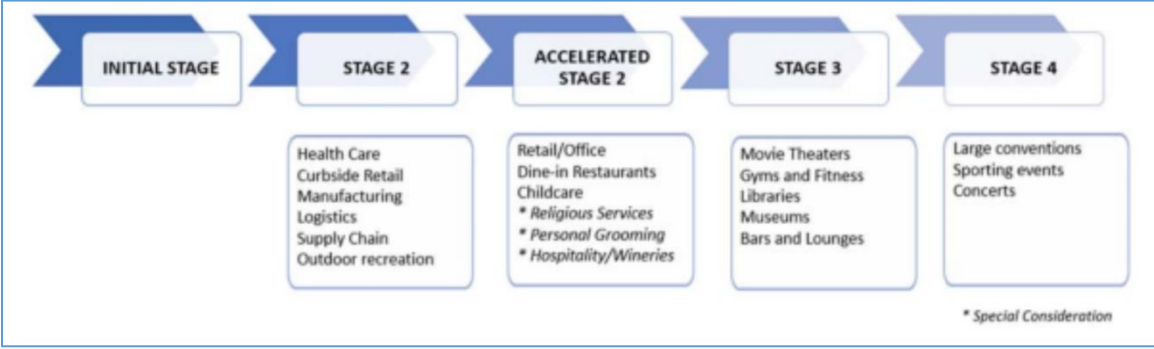


Figure 1- Riverside County Reopening Plan

During the March 16, 2020 Regular Meeting of the Board of Directors, The Board approved Resolution No. 1117-20 Declaring and Joining County of Riverside Public Health Declaration of Local Health Emergency and Rendering of Certain Emergency Order. We venture to say that no one thought we would be here nearly 100 days later.

Valley-Wide staff team notified our fireworks vendor, Pyro Spectacular Inc., on March 26, 2020 with the following request:

“Although it is our hope that we will be able to have our annual fireworks show on July 4th. We have not been given the green light to continue any event planning until further notice and the fireworks event needs to be put on hold.

Do you have a cut-off date of when you will need to know for sure if our event will be happening?”

Subsequently, on April 17, 2020, Mr. Jeff Martin the show producer for Pyro Spectaculars, Inc responded:

Thank you for the update. No cutoff date yet.

Pryo Spectaculars, Inc. has been the Valley-Wide vendor for fireworks since 1976 with only one or two known times that Valley-Wide has not used them for fireworks service. However, during recent discussions, Pryo Spectaculars, Inc. has been elusive in discussing the fact that Valley-Wide may not proceed under the current orders. As of this report, it is still up in the air if the vendor will seek damages for cancellation. We would expect they would forgoe cancellation fees of \$13,114 under these pandemic circumstances.

Additionally, in years past, we have used the services of local law enforcement to meet the needs of crowd control and post-event traffic control. As of this writing, we have been unable to receive a commitment from local law enforcement to earmark the resources needed for these purposes. Valley-Wide staff is unable to meet the new codes regarding crowd control. We have requested confirmation;

however, we also know that additional resources will be needed to prevent gatherings at Regional Park.

One final note, the City of Temecula decided to hold the fireworks show on July 4th; however, at a later date the city cancelled the event based, in part, on the recommendation of the City Attorney that the event would be in contrast to the Governor's Order.

ATTACHMENTS:

- 1) Email discussion with Pyro Spectacular, Inc.
- 2) Governor's Executive Order N-33-20
- 3) Pyro Spectacular, Inc. Contract

Prepared by: Gustavo Bermeo
Reviewed by: Gustavo Bermeo
Approved by: Dean Wetter

EMAIL DISCUSSION

----- Forwarded message -----

From: **Jeff Martin** <jmartin@pyrospec.com>
Date: Fri, Apr 17, 2020 at 11:03 AM
Subject: Re: Fireworks Show
To: Gustavo Bermeo <gustavo@gorecreation.org>

Thank you for the update. No cutoff date yet.

Jeff Martin
Show Producer
Pyro Spectaculars, Inc.
Office 888-477 PYRO (7976) X 236
Fax 909-355-9813
Cell-909-831-9985
P.O. Box 2329 Rialto, Ca. 92377
3196 N Locust Ave. Rialto, Ca. 92377
jmartin@pyrospec.com
www.pyrospec.com

On Thu, Mar 26, 2020 at 4:09 PM Gustavo Bermeo <gustavo@gorecreation.org> wrote:

Hi Jeff,

I hope this message finds you and your family well and in good health.

Along with everyone else, we are in a holding pattern at all of our facilities. We effectively closed all of our sites on March 19th and are awaiting the next order. Currently, we are closed until April 30th.

Based on our communication with the County of Riverside and State Parks, we are being told that as of right now, getting back to business might take some time and we are uncertain about any of our future events since they have been put on hold.

Although it is our hope that we will be able to have our annual fireworks show on July 4th. We have not been given the green light to continue any event planning until further notice and the fireworks event needs to be put on hold.

Do you have a cut-off date of when you will need to know for sure if our event will be happening?

Thank you Jeff,

Gustavo

Gustavo Bermeo
Assistant General Manager
p: 951-654-1505
e: gustavo@gorecreation.org



EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of March 2020.




GAVIN NEWSOM
Governor of California

ATTEST:



ALEX PADILLA
Secretary of State

2020 **PYRO** SPECTACULARS

by Souza®



Pyrotechnic Proposal

Valley Wide Parks and Recreation

July 4, 2020

February 5, 2020

Valley Wide Parks and Recreation
Gustavo Bermeo
P.O. Box 907
San Jacinto, CA 92581-0907

Dear Mr. Bermeo,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2020 event. The following proposal outlines your custom designed Program "A" for the amount of \$22,000.00. The various fireworks elements provided are prepared to shoot from Valley Wide Parks and Recreation Baseball Field.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by March 13, 2020. Your deposit along with applicable fire department fees are due April 3, 2020.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.



Jeff Martin

Sales Manager

JM/sr

Enclosures

PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal
Valley Wide Parks and Recreation
PROGRAM A –July 4, 2020
\$22,000.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	15
Total of Opening	15

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	150
◆ 4" Souza Designer Selections	120
◆ 5" Souza Designer Selections	72
Total of Main Body - Aerial Shells	342

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	36
◆ 3" Souza Designer Bombardment Shells	145
◆ 4" Souza Designer Bombardment Shells	60
◆ 5" Souza Designer Bombardment Shells	15
Total of Grand Finale	256
Grand Total	613

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2020 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **Valley Wide Parks and Recreation**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2020, at approximately 9:00 p.m., at Valley Wide Parks and Recreation baseball field, 901 West Esplanade Avenue, San Jacinto, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$22,000.00 USD (TWENTY TWO THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$11,000.00 USD (ELEVEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$2,114.00 OR an amount to be determined, for a total of \$13,114.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 3, 2020. The balance of the Fee shall be paid no later than July 6, 2020. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the 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.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and 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. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with 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 PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO 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 PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT'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.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Riverside County Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT 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.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO'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 employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities 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 PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO 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 CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. 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.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - Valley Wide Parks and Recreation, P.O. Box 907, San Jacinto, CA 92581-0907.

18. **Modification of Terms** – 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.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 13, 2020
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: 
Its: President

Valley Wide Parks and Recreation

By: _____

Its: _____

Print Name

SHOW PRODUCER: Jeff Martin

SCOPE OF WORK
PYRO SPECTACULARS, INC. (“PYRO”)
and
Valley Wide Parks and Recreation (“CLIENT”)

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2020, at approximately 9:00 p.m., at Valley Wide Parks and Recreation baseball field, 901 West Esplanade Avenue, San Jacinto, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.