

**ADDENDUM ONE
TO PRODUCTION AGREEMENT BETWEEN
PYRO SPECTACULARS, INC. AND
CITY OF RIVERSIDE – LA SIERRA PARK**

The following sets forth the terms of this Addendum One in connection with that certain Production Agreement dated **February 17, 2022**, by and between PYRO SPECTACULARS, INC., a California corporation, hereinafter referred to as ("PYRO"), and CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as ("CLIENT") for the Fourth of July fireworks on **July 4, 2025**.

RECITALS

WHEREAS, on February 17, 2022, PYRO and CLIENT entered into a three-year Production Agreement for Fourth of July fireworks at La Sierra Park;

WHEREAS, the Production Agreements included the 2022, 2023, and 2024 Fourth of July fireworks productions, included the option for CLIENT to be extended for two (2) additional one (1) year terms to include the 2025 and 2026 Fourth of July fireworks productions;

WHEREAS, PYRO and CLIENT now desire to extend the Production Agreement for an additional one year term and desire to enter into this Addendum One to Production Agreement for a Fourth of July fireworks production at La Sierra Park on July 4, 2025.

NOW THEREFORE, Parties hereby affirm the facts set forth in the Recitals above and agree as follows:

1. Paragraph 2 of the La Sierra Park Production Agreement is amended to add the following:

"2. **Time and Place** - The Production shall take place on **July 4, 2025**, at approximately **9:00 P.M.**, at **La Sierra Park, middle of the park, 5215 La Sierra Ave., Riverside, CA, Site.**"

2. Paragraph 3.1.4 will be added to the Production Agreement to indicate the fee for 2024 and shall read as follows:

"3.1.4 **Fee** - CLIENT agrees to pay PYRO a fee of **\$34,075.00 USD (THIRTY -FOUR THOUSAND SEVENTY- FIVE DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$34,075.00 USD (THIRTY-FOUR THOUSAND SEVENTY-FIVE DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$17,038.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **February 3, 2025**. The balance of the Fee shall be paid no later than **July 7, 2025**. 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. "Scope of Work" and "Product Synopsis" attached to the La Sierra Park Production Agreement dated February 17, 2022, is amended to include the "Scope of Work" for July 4, 2025, attached hereto and incorporated herein as Attachment 1.

4. All other terms of the Production Agreement shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized agents, have executed this Addendum as of the date first written below.

CITY OF RIVERSIDE, a California charter city and municipal corporation

PYRO SPECTACULARS, INC., a California corporation

By: _____
City Manager

By: _____
Name: Christopher Souza
Title: Vice President

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

By: _____
Name: Paul Souza
Title: Vice President

Date: _____

Date: 10/15/24

Certified as to Availability of Funds:

By: _____
for Chief Financial Officer

bik
OC

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

Date: _____

ATTACHMENT 1

Scope of Work - La Sierra Park

Attached:

- Scope of Work Pyro Spectacular, Inc. ("Pyro") and City of Riverside ("Client")
- Product Synopsis -Pyrotechnical Proposal

**SCOPE OF WORK
PYRO SPECTACULARS, INC.
("PYRO")
and
CITY OF RIVERSIDE ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One (1) Pyro Spectaculars, Inc., Productions on **July 4, 2025**, at approximately **9:00 P.M.** at **La Sierra Park, middle of the park, 5215 La Sierra Ave., Riverside, CA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- 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>	\$5,000,000.00	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.

**Pyrotechnics Proposal
City of Riverside
Program A – La Sierra Park
July 4, 2025
\$34,075.00**

Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5” Souza Designer Opening Salutes	25

Main Body – Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3” Souza Designer Selections	250
◆ 4” Souza Designer Selections	270

Total of Main Body – Aerial Shells 520

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2.5” Souza Designer Bombardment Shells	108
◆ 3” Souza Designer Bombardment Shells	180
◆ 4” Souza Designer Bombardment Shells	30

*Product descriptions are for specification of product quality, classification, and value.
Final product selections will be based on availability, suitability, and overall artistic style.*

