



**AGENDA
ORANGE COVE CITY COUNCIL
REGULAR COUNCIL MEETING
Wednesday, April 23, 2025
6:30 PM**

City of Orange Cove Council Chambers
633 6th St.
Orange Cove, CA 93646

ZOOM Information

<https://us06web.zoom.us/j/85011387156?pwd=z4owhJ2b8LshlnCrOa21M1AFcAldHt.1>

Meeting ID: 850 1138 7156

Passcode: 273771

1. CALL TO ORDER/WELCOME

Roll Call
Invocation
Pledge of Allegiance

2. CONFIRMATION OF AGENDA

3. PUBLIC COMMENT

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Public members shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

4. CONSENT CALENDAR

(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE.

For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar.

- | | |
|---|------------------|
| 4.a. Minutes of the April 09, 2025, Regular Meeting of the Orange Cove City Council. | <i>Cisneros</i> |
| 4.b. Recommendation of Rejection of Claim-
Alejandra Hernandez
Recommendation: Approve Claim Rejection | <i>Dominguez</i> |
| 4.c. Approve donation from the Orange Cove Lions Club in the amount of \$250 to contribute to the City's Annual Easter Egg Hunt. | <i>Dominguez</i> |
| 4.d. Approve donation from Nisei Farmers League in the amount of \$500 to assist in the City's Annual Easter Egg Hunt. | <i>Dominguez</i> |
| 4.e. Adopt Resolution 2025-11 Granting Signatory Authority to the City Manager, Asst. City Manager or Public Works Director to Execute Federal and/or State Funded Transportation Project Agreements. | <i>Dominguez</i> |
| 4.f. Approve Agreement with Pyro Spectaculars for Production of the 2025 Independence Day Celebration Fireworks Show. | <i>Dominguez</i> |

Public comments during regular business items are limited to three minutes per person and fifteen minutes per item.

5. STAFF COMMUNICATIONS	<i>Dominguez</i>
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6. REGULAR BUSINESS	<i>Dominguez</i>
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- 6.a. **SUBJECT:** The Orange Cove Lions are requesting use of a city facility as a regular meeting location.

RECOMMENDATION: Consideration of the request from the Orange Cove Lions to use a city facility as a regular meeting location.

7. CITY MANAGER'S REPORT

8. CITY ATTORNEY'S REPORT

9. CITY COUNCIL COMMUNICATIONS

10. CLOSED SESSION

A closed session is needed to discuss the following matter:

10.a. Public Employment (§ 54957)

Title: City Manager/Interim City Manager

11. ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing notice was posted in accordance with the applicable legal requirements. Dated this 17th day of April 2025.


Cynthia Cisneros, City Clerk

ADA Notice: *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 213. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.*

Documents: *Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforange Cove.com.*

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the conducting of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet or other acts which disturb, disrupt, or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.

ORANGE COVE CITY COUNCIL REGULAR MEETING MINUTES

April 09, 2025

The Regular Meeting of the Orange Cove City Council was called to order by Mayor Guerra-Silva at 6:30 PM on Wednesday, April 09, 2025, in the City of Orange Cove Council Chambers at 633 6th Street, Orange Cove, California.

1. ROLL CALL

COUNCIL MEMBERS PRESENT

Rodriguez, Del Bosque, Ortiz, Garcia and Guerra-Silva

ABSENT

None.

INVOCATION

Council Member Garcia.

PLEDGE OF ALLEGIANCE

Council Member Rodriguez.

2. CONFIRMATION OF AGENDA

No changes to the agenda.

3. PRESENTATION

None.

4. CONSENT CALENDAR

Council Member Ortiz motioned, and Mayor Pro Tem Garcia seconded to accept, approve, and adopt all items listed under the Consent Calendar. The motion was unanimously carried.

4.a. Minutes of the March 26th, 2025, Regular Meeting
of the Orange Cove City Council- **Approved**

4.b. Warrant Register March 2025- **Approved**

4.c. Approve a Professional Agreement with 4-Creeks
(formerly Collins & Schoettler) and authorizing the
Interim City Manager to sign the Service Agreement- **Approved**

5. REGULAR BUSINESS

5.a. Discussion on Community Facilities District and Rate Analysis

Interim City Manager Dominguez addressed the council with two separate items. The city needs to conduct a water and wastewater rate study and the formation of a community facilities district. The city has faced unexpected events in both plants in the past years. He provided detailed events and how they affected the general fund, and there are not enough revenues to offset the expenses.

The SCADA system needs an upgrade. The five-year Capital Improvement Plan needs to be implemented. The last Water Rate Study was in 2018, over five years ago. Interim City Manager Dominguez requested and received consensus to receive proposals. At a later time, a firm will be selected.

6. STAFF COMMUNICATIONS

Planning and Building Director Patlan

He provided brief updates on the current projects:

- Starbucks, Monson Tract-Yanez Construction, Universal Properties, DH Machine Shop, and the newly purchased Hills Valley property (including a well). The first sidewalk vendor application was received today, and all the requirements were met. Lastly, an interested individual from out of town is looking into the vacant property across from the Amaya properties.

Chief of Police Pena

- He provided the part 1 crime stats for March
- Staffing levels are at 10. One officer is out due to an injury.
- For March, the police department ended up with 810 calls.
- Updated the council on the graffiti in the city.
- Update on the parking lot vendors.
- The owner of the Jiu-jitsu facility in Orange Cove took care of the graffiti on his building. He will have a designated office for the police officers in the facility.
- Police Dept. and Public Works have worked together on the truck routes.

City Engineer Chris Howard

He provided brief updates on the current projects:

- Addressed the council on the ten top projects, i.e., Small Community Drought Relief-OC Water System Improvements, Sheridan Park Renovation Project, Park Boulevard Infrastructure Improvements, Amaya Village-Transportation Amenities Improvements, Sequoia View Community Park, SB1 6th Street Resurfacing (between Adams Ave. and C Street), CMAQ Alley Paving, ATP-SB1 Bike Lane, Sidewalk & Crossing Improvements, Seven Intersections Improvement Project and Park Boulevard Chip Seal.

Public Comment: A member of the public spoke about the alley paving and concerns.

7. ORANGE COVE FIRE PROTECTION DISTRICT

Chief Hernandez

- Stats for March:
8 fire calls, 66 medical assist calls, 6 traffic accidents, and 6 public assists
- Attended three school programs
- One CPR Class
- Installed two car seats
- The Weed Abatement Program will start soon. Public education has begun.
- New hire academy for reserves.

8. PUBLIC COMMENT

One member of the public spoke regarding graffiti in the city. He is helping the community remove graffiti and does not charge for his services. He asked if the council provided certificates for those doing well in the community and shared the idea of citizens of the month. A second public member spoke about the road conditions in Orange Cove.

9. INTERIM CITY MANAGER'S REPORT

- Thanked the mayor for signing the support letters to the senators
- There will be a groundbreaking ceremony next week on Wednesday at 3:00 PM at Sheridan Park.
- The Easter Event will be on Saturday, April 12th, from 10:00 AM to 1:00 PM.
- Thanked the Lions Club and Nisei Farmers League for their donations to the Easter Event.

10. CITY ATTORNEYS REPORT

Nothing to report.

11. CITY COUNCIL COMMUNICATIONS

Council Member Ortiz

- Provided more detailed information regarding the Easter Event on Saturday, April 12th, from 10 AM – 1:00 PM, ages 0-18 y/o
- Thanked A.C. Market, the local churches for their donations, and volunteers for their presence at the upcoming Saturday event.

Mayor Pro Tem Garcia

- He talked about the support letters he and the mayor are signing, which will be mailed to Congressman Jim Costa to support Parlier Avenue east of the high school road reconstruction and shoulder widening.

Council Member Del Bosque

- He thanked the fire and police departments, the city, and the council for working together. Also talked about keeping the youth busy with youth programs. He provided motivational words to the youth in attendance. A big thank you to the city engineer.

Mayor Guerra-Silva

- Thanked the youth that were present at the meeting.
- Discussed city projects. Invited everyone to the community event on Saturday, April 12th, 2025. And thanked Council Member Ortiz.

12. CLOSED SESSION

A closed session is needed to discuss the following matters:

12.a. Conference with Legal Counsel

Existing Litigation (§ 54956.9)

Name of Case: AM Consulting v. City of Orange Cove, 23CECG04390

12.b. Public Employee Performance Evaluation (§ 54957)

Title: City Manager

No members of the public spoke.

The meeting went into closed session at 7:37 PM.

The meeting reconvened into open session at 8:23 PM.

One reportable action. The council approved a settlement with AM Consulting Engineers for \$312, 214.11.

No further action was taken in closed session.

13. ADJOURNMENT There being no further business, the meeting was adjourned at 8:24 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor



4.b.

For the Meeting of April 23, 2025

CITY OF ORANGE COVE REPORT TO CITY COUNCIL

To: Orange Cove City Council
From: Dario Dominguez, Interim City Manager / Public Works Director
Subject: Recommendation of Rejection of Claim
Attachments: Claim Form

RECOMMENDATION:

That the City Council reject the claim received from Alejandra Hernandez on February 11, 2025. The claim was referred to Acclamation Insurance Management Services (AIMS) for investigation and recommendation to the City.

BACKGROUND:

According to the Claim Form filed by Alejandra Hernandez, hereinafter referred to as "Claimant" was driving on Anchor Avenue, passing the school right before approaching the stop sign on Manning Avenue, when she hit a pothole in the roadway, causing damage to her vehicle. The claimant alleges that the incident caused two tire blowouts and damaged rims. She is seeking \$300 in monetary damages.

AIMS communicated with the City Public Works Department for investigation. Staff reported that the City had no prior notice of a pothole. They received a complaint on February 11, 2025, for this incident. It has also been confirmed that the subject pothole has been filled/repared since receiving notice of the issue.

Based on their investigation, the City did not have sufficient notice to repair the subject pothole before this incident occurred. Therefore, they found no evidence of negligence and/or liability on the part of the City of Orange Cove for the damages suffered by the Claimant in relation to this incident. AIMS has therefore recommended that the claim be rejected.

Under Government Code as it pertains to the City of Orange Cove's responsibility regarding the creation and/or remediation of "dangerous conditions" of public property, and found that Sections 835 and 835.2 are relevant and apply.

835. Except as provided by statute, a public entity is liable for injury or damage caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the dangerous condition created a foreseeable risk of the kind of the injury which has occurred, and that either:

- a) A negligent or wrongful act of or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or,
- b) The public entity has actual or constructive notice of the dangerous condition under Section 835.2 and sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

ENVIRONMENTAL REVIEW:

Not Applicable.

CONFLICTS OF INTEREST:

None.

FISCAL IMPACT:

None.

APPROVED: City Manager: Dario Dominguez Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input checked="" type="checkbox"/> Consent			<input type="checkbox"/> Public Hearing	
<input type="checkbox"/> Info Item			<input type="checkbox"/> Matter Initiated by a Council Member	
<input type="checkbox"/> Action Item			<input type="checkbox"/> Other	
<input type="checkbox"/> Department Report			<input type="checkbox"/> Continued to: _____	
<input type="checkbox"/> Redevelopment Agency				



CITY OF ORANGE COVE
CLAIM FORM

RECEIVED

FEB 07 REC'D

City of Orange Cove
Accounting Clerk

Claim Against City of Orange Cove

Claimant's Name Alejandra Hernandez

Claimant's DOB _____ Claimant's SS# _____

Claimant's Address: _____

Address where Notices related to this Claim shall be sent, if different from above:

Date of incident/accident: 1/25/2025 Date injury/ damage/ loss discovered: 8:30am

Location of incident/accident: Anchor St passing school right before
manning stop.

What did entity or employee do to cause this loss, damage, or injury?

Pothole popped tires and damaged both rims.

(Use the back of this form or separate sheet if necessary to answer this question in detail.)

Names of the Entity's employees who caused this injury, damage, or loss (if known): _____

What are Claimant's specific injuries, damages, or losses? 2 tires and 2 bent rims

What amount of money is claimant seeking, or if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction? Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$300

How was this amount calculated (please itemize)? I have receipt from tire shop.

Date Signed: 2/7/2025 Signature: Alejandra H.

RECEIVED

If signed by a representative:

Representative's Name _____ Phone # _____

FEB 11 2025

Address _____

City Clerk
City of Orange Cove

Relationship to Claimant _____

ORANGE COVE TIRE SERVICE

New & Used Tires, Accessories & Feed



540 11th St.
Orange Cove, CA 93646
(559) 626-7566
Jose L. Lizaola, Owner

Public Work
626-4488

SOLD BY

DATE

1-25-25

NAME

Alexandra

ADDRESS

PHONE

CITY

☐ CASH

☐ CHARGE

☐ MERCHANDISE RETURNED

☐ C.O.D.

☐ PAID OUT

☐ PAID ON ACCOUNT

QTY.		DESCRIPTION	PRICE	AMOUNT
2	1	P215 55 17	7355	14710
	2		100	1100
	3		1000	3000
2	4		100	1000
2	5	CA - 1000 100	100	200
2	6	100 1000	450	9000
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			

RECEIVED BY

TOTAL

29970

NO WARRANTY ON USED TIRES
All exchanges and returns must be
accompanied by invoice.

PLEASE PAY INVOICE BY
10th OF THE MONTH.
THANK YOU

ORANGE COVE TIRE SERVICE
540 11TH ST
ORANGE COVE, CA. 93646
559-626-7566

VENTA DEBITO

#REF: 00000048

De Lote: 169

RNR: 126025509

01/25/25

18:55:09

CODIGO APROB: 579232

Rastreo: 48

DEBIT

Sin Contacto

*****5500

CANTIDAD

\$299.20

APROBADO

US DEBIT

AID: A0000000980840

TVR: 00 00 00 00 00

THANK YOU

COPIA CLIENT

NO 31504



4.c.
For the Meeting of April 23, 2025

CITY OF ORANGE COVE REPORT TO CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Interim City Manager / Public Works Director

Subject: Approve donation from the Orange Cove Lions Club in the amount of \$250 to contribute to the City's annual Easter Egg Hunt ceremony.

Attachment: None

RECOMMENDATION

Staff recommends that City Council approves a donation from the Orange Cove Lions Club in the amount of \$250 to assist the City with it's annual Easter Egg Hunt Ceremony.

BACKGROUND

The Orange Cove Lions Club have kindly volunteered to donate towards the City's annual Easter Egg Hunt Ceremony. This year the Egg Hunt took place on Saturday, April 12, 2025 and was a huge success. Several hundred children and parents attended the event. Thousands of eggs and hundreds of hot dogs and chips were distributed to the children and parents.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

FISCAL IMPACT

No fiscal impact.

APPROVE: Interim City Manager: Dario Dominguez

Finance: _____

City Attorney: _____

TYPE OF ITEM:

☒ Consent

☐ Info Item

☐ Action Item

☐ Department Report

☐ Redevelopment Agency

☐ Public Hearing

☐ Matter Initiated by a Council Member

☐ Other

☐ Continued to: _____



CITY OF ORANGE COVE REPORT TO CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Interim City Manager / Public Works Director

Subject: Approve donation from Nisei Farmers League in the amount of \$500 to assist in the City's annual Easter Egg Hunt Ceremony

Attachment: None

RECOMMENDATION

Staff recommends that City Council approves a donation from Nisei Farmer's League in the amount of \$500 to assist the City with it's annual Easter Egg Hunt Ceremony.

BACKGROUND

Nisei Farmers League have kindly volunteered to donate towards the City's annual Easter Egg Hunt Ceremony. This year the Egg Hunt took place on Saturday, April 12, 2025 and was a huge success. Several hundred children and parents attended the event. Thousands of eggs and hundreds of hot dogs and chips were distributed to the children and parents.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

FISCAL IMPACT

No fiscal impact.

APPROVE: Interim City Manager: Dario Dominguez

Finance: _____

City Attorney: _____

TYPE OF ITEM:

☒ Consent

☐ Info Item

☐ Action Item

☐ Department Report

☐ Redevelopment Agency

☐ Public Hearing

☐ Matter Initiated by a Council Member

☐ Other

☐ Continued to: _____



4.e.

For the Meeting of April 23, 2025

CITY OF ORANGE COVE REPORT TO CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Interim City Manager / Public Works Director

Subject: Adopt Resolution 2025-11 Granting Signatory Authority to the City Manager, Assistant City Manager or Public Works Director to Execute Federal and/or State Funded Transportation Project Agreements

Attachments: Resolution 2025-11

RECOMMENDATION:

City staff recommends the Council adopt **Resolution 2025-11** authorizing the City Manager, Assistant City Manager or Public Works Director to execute Federal and / or State Funded Transportation Project Agreements.

A majority of the transportation related improvement projects constructed in Orange Cove utilize grant funding from Federal and / or State funding sources. Before these funds can be utilized, agreements must be executed in behalf of the City. Resolution 2025-11 authorizes and provides signatory authority to the City Manager, Assistant City Manager or Public Works Director to sign these agreements in behalf of the City

BACKGROUND:

During the process of executing a program Supplemental Agreement required to move an active Highway Safety Improvement Project (HISP) from the Engineering Phase to the Construction Phase, the City was advised by Caltrans that a Resolution approved by Council would be required, documenting authorization / signatory authority to a City Representative to sign such agreements in behalf of the City.

Approval and adoption of Resolution 2025-11 will provide blanket authorization authority to the City Manager, Assistant City Manager or Public Works Director to sign such agreements throughout FY25/26 and beyond. The resolution will allow the above-named City officials to sign and execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and any associated grant amendments administered by the California Department of Transportation (Caltrans).

ENVIRONMENTAL REVIEW:

Not Applicable

CONFLICTS OF INTEREST:

None

FISCAL IMPACT:

If the Agreement is not executed, the City can not claim Transportation related State or Federal grant funding.

APPROVED: City Manager: Dario Dominguez Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	<i>APPROVED</i>	<i>DENIED</i>	<i>NO ACTION</i>
<input checked="" type="checkbox"/> Consent			<input type="checkbox"/> Public Hearing	
<input type="checkbox"/> Info Item			<input type="checkbox"/> Matter Initiated by a Council Member	
<input type="checkbox"/> Action Item			<input type="checkbox"/> Other	
<input type="checkbox"/> Department Report			<input type="checkbox"/> Continued to: _____	
<input type="checkbox"/> Redevelopment Agency				

RESOLUTION NO. 2025-11

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
SIGNATORY AUTHORITY TO EXECUTE FEDERAL and / or STATE FUNDED
TRANSPORTATION PROJECT AGREEMENTS**

WHEREAS, the City of Orange Cove is eligible to receive Federal and/or funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and / or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

BE IT FURTHER RESOLVED, the City Council of the City of Orange Cove wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager, Assistant City Manager or Public Works Director to sign Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

PASSED, APPROVED AND ADOPTED this 23rd day of April 2025, at a regular meeting of the Orange Cove City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Diana Guerra Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk



4. f.
For the Meeting of April 23, 2025

CITY OF ORANGE COVE REPORT TO CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Interim City Manager / Public Works Director

Subject: Approve Agreement with Pyro Spectaculars for Production of 2025 Independence Day Celebration Fireworks Show

Attachment: Pyro Spectaculars Pyrotechnic Production Agreement 2025

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute the agreement with Pyro Spectaculars in the amount of \$16,250 to produce the fireworks display at the City's Independence Day Celebration on July 5, 2025.

BACKGROUND

For several years, the City of Orange Cove has offered the 4th of July Independence Day Celebration and Fireworks Show. The free Citywide event has traditionally consisted of live musical entertainment, food trucks, games, vendor booths, and culminated with an approximately twenty-minute fireworks display.

The twenty-minute fireworks display would start at 9 pm and launched from the Orange Cove High School. Event attendees will get a chance to see the firework show from the Community Center. The agreement includes a full-service program for our Independence Day Celebration; including a licensed pyrotechnic operator and specialized crew, suitable insurance coverage, and related fireworks permits.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

FISCAL IMPACT

\$16,250 has been allocated from the General Fund, FY 24/25.

APPROVE: Interim City Manager: Dario Dominguez

Finance: _____

City Attorney: _____

TYPE OF ITEM:

☒ Consent

☐ Info Item

☐ Action Item

☐ Department Report

☐ Redevelopment Agency

☐ Public Hearing

☐ Matter Initiated by a Council Member

☐ Other

☐ Continued to: _____

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

CITY OF ORANGE COVE
Program # A, Rev #1
July 5, 2025
Page 1 of 4

PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this _____ day of _____, 2025 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **CITY OF ORANGE COVE**, 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, including preproduction services, all 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 5, 2025, at approximately 9:15 PM, at Orange Cove Skatepark, Southwest field, 25500 Parlier Ave., Orange Cove, CA, Site.

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

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$16,250.00 USD (SIXTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$8,125.00 USD (EIGHT THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$8,125.00 USD upon the execution of this Agreement by both parties but no later than April 11, 2025. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs.") The balance of the Fee shall be paid no later than June 16, 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.

3.2 **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.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

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8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **ORANGE COVE 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 with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, including products, completed operations, and contractual liability in the amount of \$2,000,000 per occurrence, \$4,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate under this Agreement; (2) automobile liability insurance in the amount of \$1,000,000 each accident, (3) statutory workers' compensation insurance and employer liability insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee. 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 sole 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 and amendatory endorsements evidencing the required coverages shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured on Insurance Services Office form CG 20 10 (or equivalent) for ongoing operations: CLIENT, its officials, officers, employees, agents, and volunteers; 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 as additional insureds under policies of commercial general liability and automobile liability insurance policies, the policies shall allow and be endorsed to include a waiver of subrogation in favor of the additional insureds, and the policies required hereunder shall allow and be endorsed as primary and not seek contribution from the additional insured's coverage. Coverage shall state that PYRO's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any failure to comply with reporting provisions of the policies by PYRO shall not affect coverage provided to the CLIENT. 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 negligent 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 negligent 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 12, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 13, 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 or more 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.

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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 - City of Orange Cove, 633 6th Street, Orange Cove, CA 93646.

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, or if the Initial Payment is not paid on or before the due date, 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.

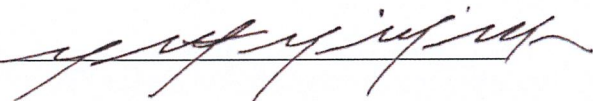
PRICE FIRM through April 11, 2025
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

CITY OF ORANGE COVE

By:



Its: Vice President



4/8/25

By: _____

Its: _____

Print Name

SHOW PRODUCER: Jennifer Waite

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SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
CITY OF ORANGE COVE ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 5, 2025**, at approximately **9:15 PM**, at **Orange Cove Skatepark, Southwest field, 25500 Parlier Ave., Orange Cove, 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 preproduction and Production as set forth in the Agreement with the following limits:

Insurance Requirements

Limits

Commercial General Liability

\$2,000,000.00

Combined Single Limit- Each Occurrence
(Bodily Injury & Property Damage)
Aggregate

\$4,000,000.00

Business Auto Liability-

Owned, Non-Owned and Hired Autos

\$5,000,000.00

Combined Single Limit- Each Occurrence
(Bodily Injury & Property Damage)

Workers' Compensation

Statutory

Employer Liability

\$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.

RECEIVED

APR 16 2025

City Clerk
City of Orange Cove