*** PAGE 0024 DATABASE: COFB DOCUMENT: REC= 1

CREATION: 040902 SOURCE : SHERF AGENDATE : 042302 INVENUM : 50701

RESOLUTN: ORD NANC: CONTRACT: CONTINUE:

-Letter of Sheriff-Coroner dated April 9. 2002 -Permittee Agreement **INDEX**

-Non-Profit Agreement -Vendor Layout Map

-Letter of Fly-In and Airshow dated March 19, 2002

029. APPROVED permittee agreement between the Watsonville Fly-In and Air Show and the Santa Cruz County Sheriff's Office and authorized the Sheriff-Coroner to ITEM

sign the agreement, as recommended by the Sheriff-

Coroner



County of Santa Cruz 0113

AGENDA: April 23, 2002

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060 (831)454-2985 FAX: (831)454-2353

Mark Tracy Sheriff-Coroner

APPROVED AND FILED BOARD OF SUPERVISORS

DATE: 4/23/02

April 9,2002

COUNTY OF SANTA CRUZ SUSAN A. MAURIELLO

EX-OFFICIO CLERK OF THE BOARD

Board of Supervisors BY

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: PERMITTEEAGREEMENT BETWEENTHE WATSONVILLE FLY-IN AND AIR

SHOW AND THE SANTA CRUZ COUNTY SHERIFF'S OFFICE

Members of the Board:

This letter is to request your Board's approval for the Sheriffs Office to staff a booth at the 38^{th} Annual Watsonville Fly-In and Air Show at the Watsonville Airport, Friday through Sunday, May 24 through May 26, 2002 (Memorial Day weekend). The Fly-In management has asked the Sheriffs Office to participate in this successful local event which draws both Santa Cruz County residents and visitors from great distances. The Sheriffs Office participation in the event offers this office excellent community relations and recruitment opportunities through contact with county residents and other visitors of all ages.

Since the Fly-In management has requested participation of the Sheriffs Office in this year's event, they have waived the usual booth rental fee for the office. The booth will be staffed by Sheriffs Office personnel, and by service center and special team civilian volunteers. Participation of Sheriffs Office on-duty personnel will be covered by work schedule adjustments; no additional pay is being requested.

IT IS THEREFORE RECOMMENDED that your Board authorize the Sheriff-Coroner to enter into and implement the Permittee Agreement between the Watsonville Fly-In and Air Show and the Santa Cruz County Sheriffs Office, permitting the Sheriffs Office to staff a booth at the 38th Annual Watsonville Fly-In and Air Show.

Sincerely,

Mark Tracy

Sheriff-Coroner

Recommended:

Susan A. Mauriello

County Administrative Officer

Attachments:

- 1. Permittee Agreement by the Watsonville Fly-In and Air Show and the Santa Cruz County Sheriffs Office
- 2. Map of Fly-In concession area, showing planned location **of** Sheriff's Office booth

cc: County Counsel

Risk Management

Director, Concessions and Sales, Watsonville Fly-In and Air Show

PERMITTEE AGREEMENT

THIS AGREEMENT BY THE WATSONVILLE FLY-IN & AIR SHOW (Hereinafter referred to as the FLY-IN)

Santa Cruz County Sheriff's Office

(Hereinafter referred to as PERMITTEE)

- 1. THAT WHEREAS, The PERMITTEE desires to secure from the FLY-IN certain rights and privileges and to obtain permission for the FLY-IN premises beginning on May 23, 2002 and ending on May 26, 2002. Sales may not start until 9:00 am May 24, 2002.
- 2. NOW, THEREFORE, the FLY-IN hereby grants to the PERMITTEE the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of the agreement:

SPACE NUMBER MACHP AS SHOWN ON MAP

- 3. The purposes of occupancy shall **be** limited to sale of items as described on the Application Form and shall be for no other purpose or purposes whatsoever.
- 4. The FLY-IN and the City of Watsonville, and their respective officers, agents and employees, shall be free from any and all liability and claims for damages and/or suits for or by reason of any deaths or any injuries to any person or property of PERMITTEE, its agents or employees, or their person, from any cause or causes whatsoever, during the event or during the term of this Agreement, or any activity carried on by PERMITTEE in connection with the FLY-IN and the City of Watsonville, and their respective officers, agents, and employees.
- <u>5.</u> PERMITTEE shall, at its own expense, obtain a liability insurance policy against all claims, demands, and liabilities (including product liability) for personal injuries or property damage that may be caused by or in any way connected with the PERMITTEE's acts or omissions. <u>The Watsonville Fly-In & Air Show, Inc.</u> and <u>The City of Watsonville shall be named as additional insured on said policy</u>. <u>Policy coverage shall be a minimum of \$1.000.000.00 each occurrence</u>.
- 6. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, CANNOT be assigned or otherwise disposed of without the written consent of the FLY-IN.
- 7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings agreement not incorporated herein and no alteration or variation of the terms hereof, unless made in writing and signed by the parties hereto shall be binding upon any of the parties hereto.
- 8. NO ITEMS IMPRINTED FROM OR SIMILAR TO THE OFFICIAL FLY-IN POSTER or their logos shall be used by anyone other than the official FLY-IN management. This agreement covers persons, things, conduct, printed matter, advertising, souvenirs, and emblems, and all else, which affect the FLY-IN.
- 9. The Rules and Regulations attached as Exhibit A are made part of the Agreement as though fully incorporated herein, and PERMITTEE agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

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- 10. In the event PERMITTEE fails to comply in any respect with the terms of this Agreement and the said Rules and Regulations, this agreement is null and void and the PERMITTEE will be asked to vacate premises.
- 11. Deadlines for full payment and all paperwork is April 30, 2002. Please made check payable to the WATSONVILLE FLY-IN & AIR SHOW.

PLEASE SIGN AND RETURN THIS ORIGINAL AGREEMENT TO:

Watsonville Fly-In & Air Show Attention: Laura Barnett 260 Jasmine Lane Watsonville, Ca 95076 831-722-8491 BASSFLY2@,aol.com Fax (airport) 831-763-4058

FOR THE WATSONVILLE FLY-IN & AIR SHOW	PERMITTEE
By:	Ву:
Laura Barnett	Signature
Director, Concessions and Sales	Mark Tracy, Sheriff-Corone Address:701 Ocean Street
	Rm. 340
	Santa Cruz, CA 95060
	Phone Number:
	Date:

Approved as to form:

County Counsel

3 29.02

Approved as to insurance:

2 9 Risk Management

4-3-2002

Non-Profit Agreement

The usual and customary booth fees are being waived for your organization. Your inclusion in this event requires completion of this Agreement and demands no sales of any kind or solicitation of money or request for donations on the premises.

Failure to abide by these guidelines will result in:

Payment of space fee of a minimum of \$250.00 for a 10'x10' booth and Completion of *a*//*forms* including an insurance certificate Or immediate ejection

The FLY-IN and the City of Watsonville, and their respective officers, agents and employees, shall be free from any and all liability and claims for damages and/or suits for or by reason of any death or any injury to any person or property of your non-profit organization, its agents or employees, or third person, from any cause or causes whatsoever, during the event or during the term of this Agreement, or any activity carried on by your non-profit organization in connection with the FLY-IN and the City of Watsonville, and their respective officers, agents, and employees, from all liabilities, charges, expenses, (including liabilities claims, suits or losses however occurring or damage growing out of the same).

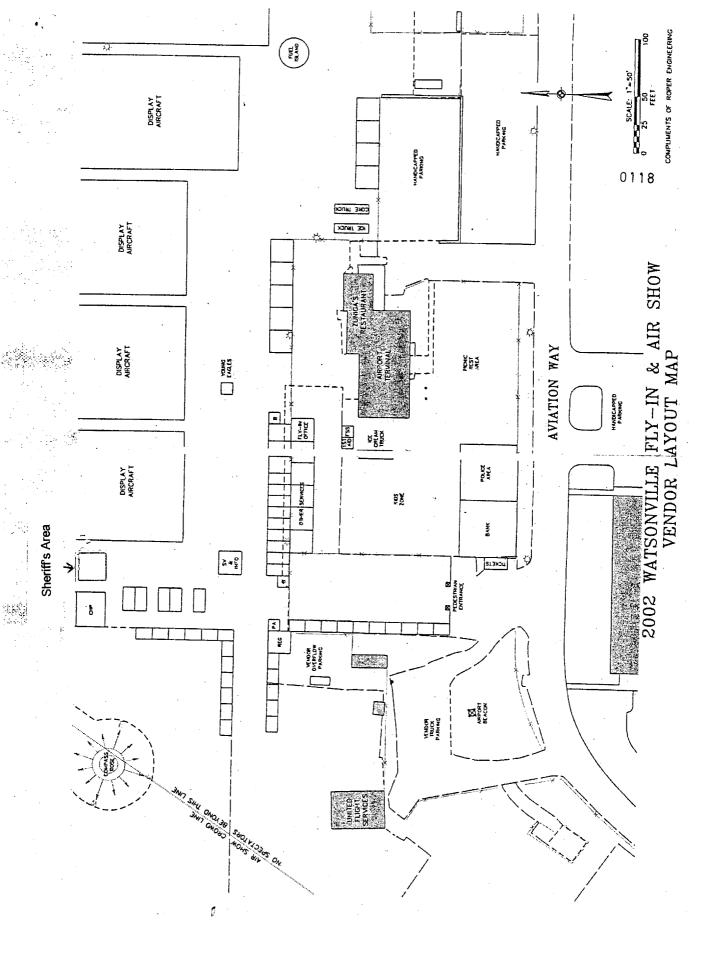
PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Signature below indicates acknowledged agreement and compliance

Watsonville Fly-In & Air Show
260 Jasmine Lane
Watsonville, CA 95076
831-722-8491 (home) 831-763-4058 (Fax—Airport)
BASSFLY2@aol.com

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Authorized Signature	Date
	Organization
	Name (print)
	Telephone
	Address
FOR THE WATSONVILLE FLY-IN & AIR SHOW	
By Laura Barnett Director, Concessions and Sales	

02/28/02







March 19, 2002

Santa Cruz County Sheriff 701 Ocean Street Room 340 Santa Cruz, CA **95060** 831-454-3238

Dear Sgt. Jim Skillicorn,

Thank you for your continued interest and participation in the 38th Annual Watsonville Fly-In & Air Show. This year's event at the Watsonville Airport has been set for May 24th, May 25th, and 26th (Memorial Day Weekend).

The Exhibitor/Vendor hours of the Fly-In are:

Friday, May 24, Gates open 12 Noon - 10:00 p.m.

(We will be having an evening Air Show and Fireworks Display on Friday and it is at your discretion to stay open until 10:00 p.m.)

Saturday, May 25, Gates open 9:00 a.m. to 5:00 p.m. (It is at your discretion to open earlier and close later)

Sunday, May 26, Gates open 9:00 a.m. to 5:00 p.m. (It is at your discretion to open earlier and close later)

Admission will be charged during the above hours, **so** you must be set up and ready to go. **If** possible, we would appreciate it if you set up on Thursday. **THURSDAYAFTERNOON THE MAIN GATE WILL BEPUT IN PLACE.** VEHICLES WILL BE ALLOWED INTO THE PAVED BOOTH AREA ONLY UNTIL 8:00 AM FRIDAY MORNING. You may then enter at the National Guard Armory gate, which is the next gate East.

All the necessary documents are enclosed for your review. Please send the signed Non-Profit Agreement to me by April 30.

We are looking forward to your participation in our **38**th Annual Watsonville Fly-In & Air Show. **If** you have any questions, please do not hesitate to call me.

Respectfully submitted,

Laura Barnett

Director of Concessions & Sales

260 Jasmine Lane Watsonville, CA 95076

831-722-8491

831-763-4058 Fax (Airport)

BASSFLY2@aol.com

02/28/02