

County of Santa Cruz⁰⁰¹³

Sheriff-Coroner

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

Mark Tracy Sheriff-Coroner

March 28, 2000

Agenda: April 11, 2000

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

PERMITTEE AGREEMENT BETWEEN THE WATSONVILLE FLY-IN AND AIR SHOW AND THE SANTA CRUZ COUNTY SHERIFF'S OFFICE

Dear Members of the Board:

I am requesting the approval of your Board for the Sheriffs **Office** to staff a booth at the **36**th Annual Watsonville Fly-In and Air Show at the Watsonville Airport, Friday through Sunday, May 26 through May **28**, **2000** (Memorial Day weekend). 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. 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.

Though the Fly-In has taken place for 35 years at the Watsonville Airport, this will be the second year the event has been sponsored and managed by the City of Watsonville instead of by promoters from outside Santa Cruz County. The city's sponsorship has made the Fly-In a truly local event, a major benefit of which is that the funds raised now stay within Santa Cruz County and are distributed to in-county charities and community organizations.

Fly-In management has requested participation of the Sheriffs Office in this year's event and has waived the usual booth rental fee for the office. The booth will be staffed by Sheriffs Office Freedom Service Center personnel and by service center and

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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 **36**th Annual Watsonville Fly-In and Air Show.

Very truly yours,

MARK S. TRACY Sheriff-Coroner

Recommended:

SUSAN A. MAURIELLO
County Administrative Officer

MST/ssrf

Attachment: 1. Permittee Agreement by the Watsonville Fly-In and Air Show and the Santa Cruz County Sheriffs Office (2 pages)

2. Map of Fly-In concession area, showing planned location of Sheriffs
Office booth

cc: County Counsel

Risk Management

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

PERMITTEE AGREEMENT

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

Santa Cruz County Sheriff's Office

(hereinafter referred to as PERMITEE)

- 1. THAT WHEREAS, The PERMITEE desires to secure from the FLY-IN certain rights and privileges and to obtain permission for the FLY-IN premises beginning on May 25, 2000 and ending on May 29, 2000. Sales may not start until 9:00 a.m. May 26, 2000.
- 2. NOW, THEREFORE, the FLY-IN hereby grants to the PERMITEE 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 100 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.
- The FLY-IN and the City of Watsonville, and their receptive 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 PERMITEE, 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 PERMITEE 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).
- 5. PERMITEE 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 PERMITEE's acts or omissions. The City of Watsonville, The Pajaro Valley Chamber of Commerce, The Ninety Nines, The EAA and The Watsonville Pilots Association, shall be named as additional insured on said policy. Policy coverage shall be a minimum of \$1,000,000 each occurrence, or Permittee may self insure.
- 6. The FLY-IN shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. 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.
- 8. 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.
- 9. NO ITEMS IMPRINTED FROM OR SIMILAR TO THE OFFICIAL FLY-IN POSTER or their logos shall be used by anyone. This agreement covers persons, things, conduct, printed matter, advertising, souvenirs, and emblems, and all else which affect the FLY-IN.
- 10. The Rules and Regulations attached as Exhibit A are made part of the Agreement as though fully incorporated herein, and PERMITEE 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.

- 11. In the event **PERMITEE** fails to comply in any respect with the terms of this Agreement and the Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. Deadline for full payment and all paperwork is April 21, 2000. Please make checks payable to the WATSONVILLE FLY-IN and AIR SHOW.

PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Watsonville Fly-In and Airshow 135 Aviation Way #19 Watsonville, CA 95076 83 1763-5600

	83 1763-560	0
	WATSONVILLE FLY-IN AND AIR SHOW	PERMITTEE
By	Julie Fleury Concessions and Sales	Signature Mark Tracy, Sheriff-Coroner
		Address: 701 Ocean Street
		Room 340
		Santa Cruz. CA 95060
		Date:
		APPROVED AS TO FORM:
		Office of the County Counsel
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