

# County of Santa Cruz

### Sheriff-Coroner

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

Mark Tracy Sheriff-Coroner

April 26, 2001

AGENDA: May 22, 2001

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

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

Members of the Board:

This letter is to request the approval of your Board for the Sheriffs Office to staff a booth at the **37**<sup>th</sup> Annual Watsonville Fly-In and Air Show at the Watsonville Airport, Friday through Sunday, May 25 through May 27, 2001 (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. Sheriff's 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.

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 Sheriff's 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 **37**<sup>th</sup> 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 Sheriffs Office booth

cc: County Counsel

Risk Management

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

SHERIFF - CORONER

MT:HH

## PERMITTEE AGREEMENT

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

Santa Cruz County Sheriff's Office

TO: 831 454 2353

(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** far the FLY-IN premises beginning on May 24, 2001 and ending an **May 27**, 2001. Sales may not start until **9:00** am **May 25**, **2001**.
- 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** 100 AS SHOWN ON MAP

- 3. The **purposes** of occupancy shall be **limited to** sale of Items **as** described on the Application Form end shall be for no other purpose or purposes whatsoever.
- 4. 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 the 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, from all liabilities, charges, expenses, (including liabilities, claims, **suits** or losses however **occurring** or damage growing out of the same).
- 5. 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. The Watsonville Fly-in and Air Show, Inc. and The City of Watsonville shall be named as additional insured on said policy. Policy coverage shall be a minimum of \$1,000,000.00 each occurrence, or Permittee may self insure.
- 6. The FLY-IN shall have the fight to audit end 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 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,
- 11. In the event PERMITTEE 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. Deadlines for full payment and all paperwork is April 30, 2001. Please made check payable to the WATSONVILLE FLY-IN and AIR SHOW. (Per letter, fees are waived).

#### PLEASE SIGN AND RETURN THIS AGREEMENT TO:

Watsonville Fly-In and Air Show Attention: Julie Fleury 135 Aviation Way #19 Watsonville, Ca 95076

By: Julie Fleury
Director, Concessions and Sales

By: Mark Tracy; Sheriff-Coroner
Address: 701 Ocean St.

Rm. 340

Santa Cruz, CA 95060

Date:

Approved to as to form:

Risk Management

Approved to as to insurance:

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