

1998

MEMORANDUM OF UNDERSTANDING

The parties hereto are the City of Riverside (hereinafter "the City") and Riverside Airport Open House, Inc., a California non-profit public benefit corporation (hereinafter "the Corporation"). The purpose of this Memorandum of Understanding is to set forth the rights, duties and obligations of the parties hereto in regards to the Annual RIVERSIDE AIRPORT OPEN HOUSE AND AIR SHOW.

The Riverside Airport Open House and Air Show has evolved into a major air show, put on at the Riverside Municipal Airport by the City and a group of volunteers organized by the Corporation. The City is desirous of continuing and refining the Air Show and, therefore, agrees to enter into this Memorandum of Understanding, authorizing the Corporation to publicize, organize, conduct and operate the Annual Riverside Airport Open House and Air Show.

NOW THEREFORE, THE PARTIES HERETO UNDERSTAND AND AGREE AS FOLLOWS:

1. AUTHORIZATION TO CONDUCT AIR SHOW:

The City hereby authorizes the Corporation to publicize, organize, conduct and operate the Annual Riverside Airport Open House and Air Show at Riverside Municipal Airport. The Airport Open House and Air Show shall remain a City event, but shall be organized and operated by the Corporation. The City shall allow the Corporation to use the Riverside Municipal Airport facility, together with its taxiways, runways, parking lots and vacant lots, both inside and outside the fence (exclusive of those areas leased to third parties), for the purpose of the Corporation conducting the Air Show. The Airport Director shall retain responsibility for safety and emergency response planning, implementation and oversight. Pertaining to ramp and tarmac organization, and placement of aircraft, the sub-committee shall include the Airport Director in its planning. In addition, any and all items concerning the use of airspace surrounding and including the Airport, formerly known as the Airport Traffic Area, now known as Class D Airspace, shall be coordinated with the Airport Department and the FAA. The City will provide reasonable support by the airport personnel and administration for the successful conduct and operation of the Air Show. The date of the Annual Air Show for 1998 is March 28. The City agrees to provide the airport facility to the Corporation for such

1 other dates as are necessary to set up, conduct, and remove the Air Show, including March 27, 28, and
2 29, 1998.

3 2. INSURANCE:

4 The parties understand that the Riverside Airport Open House and Air Show is a Citywide
5 event and, therefore, will be covered by the City for insurance and liability purposes. The City will
6 obtain additional insurance for the event which additional insurance will be paid for by the
7 Corporation.

8 3. RESPONSIBILITY FOR COSTS:

9 The Corporation will be responsible for the publicizing, conduct and operation of the Air Show
10 and will also be responsible for the costs of same. The Corporation will be responsible for obtaining
11 sponsors for the event and, charging vendors and parking for the use of the airport ramp and/or
12 parking lots, and will use those revenues to offset the costs of the event. The corporation shall pay
13 to City all direct costs for services, including but limited to, police, fire and insurance which amounts
14 must be agreed upon between the parties hereto. City shall not charge Corporation for direct services
15 provided by City's airport staff. The City Manager will act to mediate any disputes between the City
16 and Corporation.

17 4. ANNUAL REPORT:

18 After the conclusion of each Air Show, the Corporation will report to the City Council's
19 Finance Committee concerning the logistics and operation of the Air Show, together with disclosure
20 of the financial information of the Corporation concerning the conduct and operation of the Air Show.
21 This report will be made to the Finance Committee as soon as practical after the Air Show and after
22 the Annual Meeting of the Corporation, but in no event more than six months after the Air Show.

23 5. ANNUAL RENEWAL:

24 This Memorandum of Understanding may be terminated by either party by giving the other
25 written notice thereof no later than September 30th, of each calendar year.

26 6. NOT CO-VENTURERS:

27 While recognizing that the Air Show is a City sponsored event, the parties are not, and shall

1 not be considered as Joint Venturers, partners, agents, servants or employees or fiduciaries of each
2 other, and neither shall have the power to bind or obligate the other, except as set forth in this
3 Memorandum of Understanding.

4 **7. AMENDMENTS:**

5 This Memorandum of Understanding may be amended only by written instrument signed by
6 all parties hereto. This Memorandum of Understanding sets forth the entire agreement between City
7 and Corporation relating to the subject matter hereof.

8 Neither party relies upon the representations and/or warranties, express or implied, not
9 expressly set forth herein

10 **WHEREFORE, THE PARTIES HERETO UNDERSTAND AND AGREE TO THE**
11 **FOREGOING.**

12 DATED: March 17, 1998

CITY OF RIVERSIDE, a municipal corporation

14
15 Attest: Erin A. Corra, Assistant
16 City Clerk

By: John E. Holmes
City Manager

17 DATED: March 17, 1998

RIVERSIDE OPEN HOUSE, INC., a
California Non-profit public
benefit corporation,

19
20 By: James S. Miller
Authorized Representative

21 **Approved as to form:**

22
23 Stan T. Yamamoto
Stan T. Yamamoto, City Attorney

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25
26
27 STY/sa
03/10/98

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