

1 **MEMORANDUM OF UNDERSTANDING**

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3 The parties hereto are the City of Riverside (hereinafter "the City") and Riverside Airport

4 Open House, Inc., a California non-profit public benefit corporation (hereinafter "the Corporation").

5 The purpose of this Memorandum of Understanding is to set forth the rights, duties and obligations

6 of the parties hereto in regards to the Annual RIVERSIDE AIRPORT OPEN HOUSE AND AIR

7 SHOW.

8 The Riverside Airport Open House and Air Show has evolved into a major air show, put on

9 at the Riverside Municipal Airport by the City and a group of volunteers organized by the

10 Corporation. The City is desirous of continuing and refining the Air Show and, therefore, agrees to

11 enter into this Memorandum of Understanding, authorizing the Corporation to publicize, organize,

12 conduct and operate the Annual Riverside Airport Open House and Air Show.

13 NOW THEREFORE, THE PARTIES HERETO UNDERSTAND AND AGREE AS

14 FOLLOWS:

15 1. AUTHORIZATION TO CONDUCT AIR SHOW:

16 The City hereby authorizes the Corporation to publicize, organize, conduct and operate the

17 Annual Riverside Airport Open House and Air Show at Riverside Municipal Airport. The Airport

18 Open House and Air Show shall remain a City event, but shall be organized and operated by the

19 Corporation. The City shall allow the Corporation to use the Riverside Municipal Airport facility,

20 together with its taxiways, runways, parking lots and vacant lots, both inside and outside the fence

21 (exclusive of those areas leased to third parties), for the purpose of the Corporation conducting the

22 Air Show. The Airport Director shall retain responsibility for safety and emergency response

23 planning, implementation and oversight. Pertaining to ramp and tarmac organization, and placement

24 of aircraft, the sub-committee shall include the Airport Director in its planning. In addition, any and

25 all items concerning the use of airspace surrounding and including the Airport, formerly known as the

26 Airport Traffic Area, now known as Class D Airspace, shall be coordinated with the Airport

27 Department and the FAA. The City will provide reasonable support by the airport personnel and

1 administration for the successful conduct and operation of the Air Show. The date of the Annual Air
2 Show for 2000 is March 25. The City agrees to provide the airport facility to the Corporation for such
3 other dates as are necessary to set up, conduct, and remove the Air Show.

4 2. INSURANCE:

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

8 3. RESPONSIBILITY FOR COSTS:

9 The Corporation will be responsible for the publicizing, conduct and operation of the Air
10 Show and will also be responsible for the costs of same. The Corporation will be responsible for
11 obtaining sponsors for the event and, charging vendors and parking for the use of the airport ramp
12 and/or parking lots, and will use those revenues to offset the costs of the event. City shall not charge
13 Corporation for direct services provided by City's airport, police or fire staff. The City Manager will
14 act to mediate any disputes between the City and Corporation.

15 4. ANNUAL REPORT:

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

21 5. ANNUAL RENEWAL:

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

24 6. NOT CO-VENTURERS:

25 While recognizing that the Air Show is a City sponsored event, the parties are not, and
26 shall not be considered as Joint Venturers, partners, agents, servants or employees or fiduciaries of
27 each other, and neither shall have the power to bind or obligate the other, except as set forth in this

Memorandum of Understanding.

7. AMENDMENTS:

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

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

WHEREFORE, THE PARTIES HERETO UNDERSTAND AND AGREE TO THE FOREGOING.

DATED: March 13, 2000

CITY OF RIVERSIDE, a municipal corporation

By: John E. Holmes
City Manager

Attest: Carl Nickel
City Clerk

DATED: _____

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

By: Thomas L. Miller
Thomas L. Miller
[Printed Name]
Arthur Coordinator
[Title]

Approved as to Form:

By: Mike Lundgren
Mike Lundgren
[Printed Name]
Arthur Chairman
[Title]

By: Stan T. Yamamoto
Stan T. Yamamoto
City Attorney

[AGR/00032401.SY]

CITY OF RIVERSIDE**Distribution of Executed Contracts and Agreements
by Legal Department****Contractor: RIVERSIDE AIRPORT OPEN HOUSE AND AIR SHOW****Subject: Memorandum of Understanding**

1. Colleen J. Nicol, City Clerk, original copy for file.

☒ Council Action on: 03-07-00
☐ No Council action necessary

2. Bob Wales, City Manager, original(s) for transmittal to Contractor and conformed copy for file.
3. Brent Mason, Accounting, Finance Department, conformed copy for file.
4. Gene Light, Risk Management, Finance Department, conformed copy for file.
5. Del Duarte-Sells, Purchasing, Finance Department, distribution copy only.

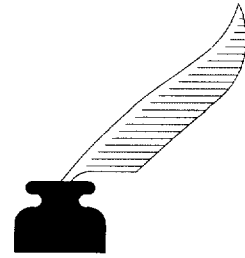
Date: March 17, 2000**By: Elena Risner**

☐ Insurance in file.

☒ No insurance and bond information necessary

BOND COMPANY:**INSURANCE EXPIRES:**

DOCUMENT TRANSMITTAL FORM



TO: CITY CLERK'S OFFICE

FROM: LEGAL DEPARTMENT

DATE: March 3, 2000

CONTRACTOR/LESSOR: RIVERSIDE AIRPORT OPEN HOUSE, INC.

PROJECT DESCRIPTION/BID NO.: Memorandum of Understanding

RECEIVED
MAR 03 2000

OFFICE OF THE CITY CLERK

X Approved by City Council on
Anticipated City Council future agenda of 03-07-00
No City Council action required

Insurance required:

X No Insurance Required
Yes, as Attached
Yes, withhold execution until received

Bonds required:

X No Bonds Required
Yes, as Attached
Yes, withhold execution until received

Comments:

Department: City Manager

Contact person: Bob Wales

Approved as to form by: Stan Yamamoto

City Attorney File No.: 00-324

Date Approved: 03-03-00

cc: Purchasing Division
Originating Department: City Manager

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