

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

959



FROM: Redevelopment Agency

SUBMITTAL DATE:
February 10, 2010

SUBJECT: Approval of the Agreement between the Redevelopment Agency, F.E.A.T.H.E.R., and Butler Amusement, Inc., 2nd District

RECOMMENDED MOTION: That the Board of Directors:

- 1) Adopt Resolution No. 2010-008 approving the Agreement between the Redevelopment Agency, F.E.A.T.H.E.R., and Butler Amusement, Inc.;
- 2) Authorize the Chairman of the Board to execute the Agreement; and
- 3) Authorize the Executive Director or designee to execute and take all necessary steps to administer the Agreement including signing subsequent, necessary related documents to complete this transaction

(BACKGROUND: Continued on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: NO

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Director Buster, seconded by Director Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: February 23, 2010
xc: RDA

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.:

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.6
RP-AG D-00-FRM 11
Form 11 (Rev 06/2003)

FORM APPROVED COUNTY COUNSEL
BY: 2/11/10
MICHELLE CLACK
DATE

Policy

Policy

Consent

Consent

Dept't Recomm.:

Per Exec. Ofc.:

BACKGROUND:

F.E.A.T.H.E.R., a non-profit organization, has requested to hold a carnival on the Redevelopment Agency-owned property located at 5696 Mission Boulevard known as Mission Plaza. The carnival will be handled by Butler Amusement, Inc., who will be occupying the property from February 22 through March 2, 2010. Staff recommends approval of Resolution 2010-008 as presented

Public notice in accordance with government code has been published.

s:\real property eda\real property\district projects\dist 2\mission plaza\rda fm11 to carnival 2-22-2010.doc

1 **BOARD OF DIRECTORS**

REDEVELOPMENT AGENCY

2 **RESOLUTION NO. 2010-008**
3 **APPROVAL OF AGREEMENT BETWEEN REDEVELOPMENT AGENCY**
4 **FOR THE COUNTY OF RIVERSIDE, F.E.A.T.H.E.R., AND BUTLER AMUSEMENT,**
5 **INC.**
6 **(Second District)**

7 **WHEREAS**, the Redevelopment Agency for the County of Riverside (the
8 "Agency") is a redevelopment agency duly created, established and authorized to
9 transact business and exercise its powers, all under and pursuant to the provisions of
10 the Community Redevelopment Law which is Part 1 of Division 24 of the California
11 Health and Safety Code (commencing with Section 33000 et seq.); and

12 **WHEREAS**, the Riverside County Board of Supervisors adopted redevelopment
13 plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert
14 Communities and the I-215 Corridor, as amended, (the "Project Areas"); and

15 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the
16 Agency began receiving tax increment from the Project Areas in January 1988, and
17 continues to receive annual tax increment revenue; and

18 **WHEREAS**, the Agency owns real property known as Mission Plaza at 5696
19 Mission Boulevard, Riverside, CA 92509 in the unincorporated area of the County of
20 Riverside in the community of Rubidoux within the Jurupa Valley Project Area
21 ("Property"); and

22 **WHEREAS**, F.E.A.T.H.E.R., a California corporation (Association), has
23 requested they be able to hold a carnival in the parking lot at 5696 Mission Boulevard;
24 and

25 **WHEREAS**, the Association has contracted with Butler Amusement, Inc.,
26 (Contractor), who produces carnivals open to the public; and

27 **WHEREAS**, the Agency wishes to make the Property's parking lot available to
28 the Association for this function from February 22 to March 2, 2010; and

FORM APPROVED COUNTY COUNSEL
DATE 2/11/10
MICHELLE CLACK

1 **WHEREAS**, the consideration is not less than the fair reuse value at its proposed
2 use, when considered with covenants, conditions, and restrictions imposed on the
3 Property; and

4 **WHEREAS**, the use of the Property will assist in the elimination of blight and is
5 consistent with the implementation plan adopted pursuant to Health and Safety Code
6 Section 33490 by providing much needed community facilities to the Project Area and
7 surrounding communities within the County of Riverside.

8 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
9 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
10 California, in regular session assembled on February 23, 2010, as follows:

11 1. That the Board of Directors hereby find and declare that the above recitals
12 are true and correct.

13 2. That the Redevelopment Agency for the County of Riverside is the owner
14 of real property known as Mission Plaza, Riverside, located in the unincorporated area
15 of Rubidoux in the County of Riverside.

16 3. The fee for the use of the parking lot will be one dollar (\$1).

17 4. The fair, reuse value of the property has been determined to be one dollar
18 (\$1) after conditions, covenants, and criteria have been imposed.

19 5. That the Agreement between the Agency, F.E.A.T.H.E.R., and Butler
20 Amusement, Inc., is hereby approved, and the Chairman of the Board of Directors is
21 authorized to execute the Agreement, which is attached as Exhibit A and incorporated
22 herein by reference.

23 6. That the Executive Director of the Redevelopment Agency or designee is
24 hereby authorized to take necessary steps to complete this transaction including
25 executing any other subsequent, relevant and necessary documents.

26 ROLL CALL:

27 Ayes: Buster, Stone, Benoit, and Ashley
28 Nays: None
 Absent: Tavaglione

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

KECIA HARPER-IHEM Clerk of said Board

By _____ Deputy

1 **AGREEMENT BETWEEN THE REDEVELOPMENT**
2 **AGENCY FOR THE COUNTY OF RIVERSIDE,**
3 **F.E.A.T.H.E.R. , AND BUTLER AMUSEMENTS, INC.**
4 **FOR THE OPERATION OF A CARNIVAL EVENT**

5
6
7 **THIS AGREEMENT**, dated as of 02 / 23 / 2010 ("Agreement"), is entered into by
8 and between the **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**
9 ("RDA"), a public body, **F.E.A.T.H.E.R.**, a California Corporation ("Association") and
10 **BUTLER AMUSEMENTS, INC.**, a California Corporation ("Contractor").

11 **WITNESSETH**

12
13 **WHEREAS**, RDA is a duly created, established and authorized to transact
14 business and exercise its powers, all under and pursuant to the provisions of the
15 California Community Redevelopment Law which is Part 1 of Division 24 of the
16 California Health and Safety Code; and

17 **WHEREAS**, the Association is a California corporation duly created, established
18 and authorized to transact business; and

19 **WHEREAS**, the Contractor is a California corporation duly created, established
20 and authorized to transact business; and

21 **WHEREAS**, RDA owns certain real property known as Mission Plaza located at
22 5696 Mission Boulevard, Riverside, California ("Mission Plaza"); and

23 **WHEREAS**, the Association desires to coordinate and hold a special public
24 event at the Mission Plaza and RDA desires to allow the Association to use the Mission
25 Plaza for the special event; and

26 **WHEREAS**, the Association has identified the Contractor as the entity having
27 the expertise and skill to operate the special public event.
28

1 **NOW, THEREFORE,** in consideration of the mutual covenants and
2 agreements herein contained and for the good and valuable consideration, the receipt
3 and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

4 SECTION 1. **Recitals.** The above recitals are true and correct and incorporated
5 herein by this reference.

6 SECTION 2. **Purpose.** The purpose of this Agreement is to set forth the terms for
7 which RDA will allow the Association to use the Mission Plaza for the limited purpose
8 of holding a special public event, which will be organized and operated by the
9 Contractor.

10 SECTION 3. **Scope of Work.** The Contractor shall organize and operate the
11 attractions, rides and concession stands in accordance with the terms of this
12 Agreement, specifically detailed in Exhibit A that is attached hereto and incorporated
13 herein by this reference.

14 SECTION 4. **Special Public Event.** The special event is for the sole purpose of
15 providing carnival rides and concession stands to the public and community of
16 Rubidoux ("Event").

17 SECTION 5. **Location.** The Event shall be held in the northwesterly portion of
18 the Mission Plaza's parking lot ("Event Location"), subject to the terms hereof and
19 subject to any conditions, reservations, exceptions, rights of way which are of record,
20 more specifically detailed in Exhibit B that is attached hereto and incorporated herein.

21 5.1 **Concession Area:** The portions of the Event Location not occupied
22 or used for rides and/or attractions may be used to operate food and
23 game concessions subject to terms, conditions and provisions
24 contained in this Agreement, more specifically detailed in Exhibit C that
25 is attached hereto and incorporated herein by this reference.

26 5.2 **Carnival Area:** The Event's carnival area is located in the Event
27 Location, more specifically detailed in Exhibit C.
28

1 5.3 Parking Lot: Parking for trucks, equipment not in use and general
2 public parking shall be in accordance with Exhibit C.

3 SECTION 6. **Division of Events and Expositions**. Contractor does hereby
4 represent that he or she has been placed on the Early Qualification List by the State of
5 California Department of Food and Agriculture, Division of Events and Expositions per
6 the Division's current qualification criteria or has alternatively submitted all Event's
7 early qualification documents to RDA.

8 SECTION 7. **Public Benefit**. RDA finds and determines that this Agreement and
9 use of the Mission Plaza is in the public interest and will not substantially conflict with
10 other uses of the Mission Plaza.

11 SECTION 8. **Term**. The term is from February 22, 2010, through March 2, 2010.

12
13 SECTION 9. **RDA's Obligations**.

14 9.1 Allowed Use. RDA shall allow the Association and Contractor to
15 use the Event Location for the limited and sole purpose of
16 organizing and operating the Event subject to the terms and
17 conditions set forth in this Agreement.

18 9.2 Not Responsible for Costs. RDA is not responsible for any costs or
19 expenses related to the Association's and/or Contractor's use of the
20 Event Location for the Event.

21 SECTION 10. **Association's Obligations**.

22 10.1 Event Coordinator. Association shall be responsible for
23 coordinating the Event.

24 10.2 Use Fee. Upon the Effective Date, Association shall pay one
25 dollar (\$1.00) to RDA for the use of the Event Location for the
26 Event.

27 SECTION 11. **Contractor's Obligations**.

1 11.1 Event Permits. Contractor shall obtain all necessary and applicable
2 governmental permits to operate the Event and pay any and all applicable fees in order
3 to obtain said permits.

4 11.2 Electric Service and Lighting. Contractor shall be responsible for
5 obtaining water, electricity, and proper permits to provide lighting for the rides, shows,
6 and concessions and surrounding area, all to the satisfaction of RDA. The lighting
7 may be neon, fluorescent, or incandescent lights on the rides, shows, and concessions,
8 and neon, fluorescent or incandescent light towers. All cables, cords, electrical cords
9 and hoses shall be bundled and ramped if in the public right of way and shall be
10 compliant with all ADA regulations.

11 11.3 Mandatory Riverside County Sheriff's Department Event Security.
12 Contractor shall provide the appropriate security acceptable to the Riverside County
13 Sheriff's Department during the entire Event at the Contractor's expense

14 11.4 Specific Admission Price. All rides and/or attractions operated by
15 Contractor under this Agreement shall require a specific admission price which can be
16 translated to an appropriate number of tickets. Each ticket must have a standard
17 monetary value. Contractor shall receive the revenue generated from the sale of ride
18 and attraction tickets.

19 11.5. Safety Inspections. The schedule of Event-time operations shall
20 include a Contractor performed mechanical and ride safety inspection (documented in
21 writing, stating what was inspected, when, by whom, and the findings) when 30% and
22 70% of the total anticipated number of hours of operation have elapsed. Said inspector
23 must demonstrate his or her qualifications as such to the satisfaction of RDA and
24 Contractor. Contractor shall provide and pay for said inspection.

25 11.6 Equipment, Ride, and Attraction Maintenance. Event-time
26 maintenance procedures for Event grounds, equipment, and attractions shall be
27 established to include routine Contractor inspection by supervising personnel with such
28 frequency to ensure no unsightly conditions (e.g., litter, trash accumulation, marred

1 surfaces of any kind on Contractor or RDA property within the defined Event Location)
2 will exist without attempt to correct the problem within a reasonable period of time.
3 Reasonable time must be defined according to the severity of the condition. Contractor
4 will maintain clean, attractive, brightly lit rides. Contractor will provide ride report
5 maintenance records to RDA upon request.

6 11.7 Event Set-up and Take-down. All rides shall be operational and
7 deemed safe by Contractor. All event equipment shall be removed from the Mission
8 Plaza and Event Location within twenty-four (24) hours of closing of Event. Contractor
9 shall provide security for all Event equipment during set-up and take-down periods, per
10 the terms and conditions of this Agreement.

11 11.8 Authorized Event Representative. Contractor must maintain one
12 (1) or more representatives who are authorized to take immediate action upon any
13 request of RDA at all times when Contractor's property is on the Mission Plaza and or
14 Event Location. This person(s) must be identified to RDA as the Contractor's
15 authorized representative(s).

16 a) Contractor will be responsible for employees having training as specified by
17 the Division of Industrial Safety, Department of Industrial Relations.

18 b) During all event operating hours, experienced and adequate personnel must
19 be on duty.

20 c) The number of employees hired during event-time operations shall be
21 sufficient to ensure that no event ride, game, or show will be without a minimum of one
22 (1) attendant at all times during scheduled hours of operation.

23 11.9 Concessions. Contractor shall:

24 a) Be required to meet any and all applicable Riverside County Health
25 Department standards for the transportation, handling, processing, storage, cooking,
26 refrigeration, and otherwise selling or providing food and drink to the public; and

27 b.) Maintain high quality control standards for food and drink concessions at all
28 times; and

1 c.) **Not** sell, distribute, or otherwise provide any alcoholic beverages, including
2 beer or wine, cigarettes and tobacco on or around the Mission Plaza, Event Location or
3 on any adjacent RDA-owned property, at any time during the term of this Agreement;
4 and

5 d.) No food concession booth is allowed on any exterior edge of the event
6 grounds. All food concession booths must be located at a minimum distance of fifty
7 (50) linear feet from the exterior line. Event rides must be on the exterior and
8 concession booths must be on the interior, as shown on Exhibit C.

9 11.10 **Maintenance**. Contractor shall continuously maintain the area around
10 each ride, show, and game and food concession in a clean, neat and safe condition.
11 After the event, Contractor shall also clean up all areas used to the satisfaction of RDA.

12 SECTION 12. **Hours of Operation**. To the extent allowable by law, the Event
13 shall operate as follows: Monday through Wednesday 10:00 a.m. until 11:00 p.m.;
14 Thursday, Friday, Saturday and Sunday 10:00 a.m. until midnight.

15 SECTION 13. **Vacation of Premises**. Contractor shall be sure that all rides,
16 games, and paraphernalia shall be removed from Mission Plaza and Event Location no
17 later than 24 hours after the close of the Event. Failure to remove any and all articles
18 shall result in a fine of not less than two hundred fifty dollars (\$250) per day and/or
19 market storage price if articles or equipment must be stored, unless other
20 arrangements are made in writing prior to the closing of the event.

21 SECTION 14. **Damage to RDA Property**. Contractor shall be responsible for
22 any damage to Mission Plaza and Event Location caused by the Contractor's
23 installation and/or removal of equipment, rides, attractions and concessions stands
24 related to the Event. Contractor shall be responsible for all repairs and expenses
25 needed to restore Mission Plaza and Event Location to their condition prior to the
26 Event.

27 SECTION 15. **Limitations on Sales/Concessions**. No novelty concessions will
28 be allowed, as well as no straight sales operations (i.e., computer portraits, jewelry,

1 antique photo booths, etc.), without the written permission of RDA.

2 SECTION 16. **Prohibitions**. Contractor shall not:

3 a) Operate games of chance; nor

4 b) Sell cigarettes, tobacco, beer, wine, or other alcoholic beverages; nor

5 c) Offer cash prizes or re-purchase prizes awarded in any game; nor

6 d) Offer as prizes: live ducks, chicks, or other live animals (except goldfish); soft
7 drinks in other than plastic containers; knives, firearms, or any items which could be
8 used as a weapon; posters or merchandise featuring nudity or promoting the use of
9 drugs; nor

10 e) Use or employ "Capers," "Shills," and/or any person posing as patrons; nor

11 f) Employ or use anyone, under the age of eighteen (18) years of age, in the
12 operation of any rides; nor

13 g) Employ or use anyone, under the age of sixteen (16) years of age, in the
14 operation of any games or other event attractions.

15 SECTION 17 **Other General Requirements**. Contractor will ensure all the
16 following:

17 a.) Employees who have regular public contact shall be attired in **clean**
18 uniformed clothing.

19 b.) The assigned area for event operations shall be arranged to protect the
20 public from dangerous conditions, equipment and maintenance operations.

21 c.) Procedures shall be established to ensure reasonable security of all rides,
22 games, concessions, and other event equipment when not in use so that no attractive
23 nuisance or negligent conditions exists.

24 d.) All staff provided by Contractor shall be uniformly dressed in clean, new or
25 near new show shirts with show's logo. No shirts with other event's logo may be worn.
26 All shirts must be tucked in at the waist.

27 e.) All staff provided by Contractor will wear uniform slacks, trousers or dress
28 shorts. No cutoffs, rag bottoms or rips in materials will be allowed.

1 f.) All staff provided by Contractor will be required to have neatly trimmed hair.
2 Any facial hair must also conform with a trim look.

3 g.) There shall be no smoking or chewing of tobacco in view of the public by
4 any employee or volunteer of Contractor. All smoking must be done in a secluded area
5 away from patrons. There shall be a fifty dollar (\$50) fine for each infraction.

6 SECTION 18. **Termination by RDA.** RDA shall have the right to terminate this
7 Agreement forthwith:

8 a) In the event a petition is filed for voluntary or involuntary bankruptcy for the
9 adjudication of Contractor as a debtor; or

10 b) In the event Contractor makes a general assignment, or Contractor's interest
11 hereunder is assigned involuntarily, or by operation of law, for the benefit of creditors;
12 or

13 c) In the event Association or Contractor fails or refuses to perform, keep or
14 observe any of Association's or Contractor's duties or obligations hereunder.

15 SECTION 19. **Termination by Contractor and Association.** Contractor and
16 Association shall have the right to terminate this Agreement in the event RDA fails to
17 perform, keep, or observe any of its duties or obligations hereunder provided, however,
18 that RDA shall have fifteen (15) days in which to correct its breach or default after
19 written notice thereof has been served upon RDA.

20 SECTION 20. **Taxes.** RDA shall require and Contractor shall pay before
21 delinquency, any and all taxes, assessments, license fees, and other public charges
22 which may be levied, assessed, or imposed by any governmental entity whatever,
23 whether federal, state, local, or otherwise, upon any interest of Contractor, upon
24 Contractor's business and any income derived there from, or upon any property of
25 Contractor. RDA shall in no way be responsible for deduction or payment of any taxes
26 related to Contractor's operations.

27 SECTION 21. **Assignment.** The parties cannot assign or otherwise transfer in
28 any manner any of their rights, duties, or obligations hereunder to any person or entity

1 without the prior written consent of the other parties. Any attempt to assign or delegate
2 any interest hereunder without consent of the parties shall be deemed void and of no
3 force or effect.

4 SECTION 22. **Right of Entry**. RDA reserves the right for any of its duly
5 authorized representatives to examine Mission Plaza and the Event Location at any
6 time.

7 SECTION 23. **Signs**. Contractor and Association shall not erect, maintain, or
8 display any signs or other forms of advertising upon any RDA property without first
9 obtaining the written approval of RDA. Contractor and Association are responsible for
10 obtaining any and all necessary permits and paying any and all applicable fees in order
11 to obtain said permits for the Event.

12 SECTION 24. **Hold Harmless**.

13 a) Contractor and Association represent that they have inspected the Mission
14 Plaza and Event Location, accepted the condition thereof, and fully assumes any and
15 all risks incidental to the use thereof. RDA shall not be liable to Contractor and/or
16 Association, their officers, agents, employees, guests, subcontractors, or independent
17 contractors for any personal injuries or property damage suffered by them which may
18 result from hidden, latent or other dangerous conditions on or upon Mission Plaza or
19 the Event Location; provided, however, that such dangerous conditions are not caused
20 by the sole negligence of RDA, its officers, agents or employees.

21 b) Contractor and Association shall indemnify and hold RDA, the County of
22 Riverside and their officers, agents, employees, subcontractors, and independent
23 contractors free and harmless from any liability whatsoever, based or asserted upon
24 any act or omission of Contractor and/or Association their officers, agents, employees,
25 subcontractors, and independent contractors for property damage, bodily injury, or
26 death (Contractor's and Association's employees included) or any other element of
27 damage of any kind or nature, relating to or in connection with the use of the Mission
28 Plaza and Event Location or the condition thereof, and Contractor and Association

1 shall defend, at their expense, including attorney fees, RDA, the County of Riverside
2 and their officers, agents, employees, subcontractors and independent contractors in
3 any legal action based upon such alleged acts or omissions.

4 c) The specified insurance limits required in Section 25 below, shall in no way
5 limit, or circumscribe Contractor's and/or Association's obligations to indemnify and
6 hold RDA or the County of Riverside free and harmless as prescribed in this Section.

7 **SECTION 25. Insurance.** Contractor and Association shall, during the entire term
8 of this Agreement:

9 a) Procure and maintain applicable Workers' Compensation Insurance as required
10 by the laws of the State of California; and

11 b) Procure and maintain automotive bodily injury and property damage liability
12 insurance and shall protect Contractor, Association, RDA and County of Riverside,
13 listing those entities described herein as additionally insured entities, from claims for
14 damages for personal injury, including accidental and wrongful death, as well as from
15 claims for property damage, which may arise from the performance of any actions
16 associated with this Agreement. Such insurance shall provide for combined coverage
17 limits of not less than five million dollars (\$5,000,000) per occurrence; and

18 c) Procure and maintain commercial general liability insurance with combined
19 coverage limits of not less than five million dollars (\$5,000,000) per occurrence.

20 d) All insurance shall be purchased from companies authorized to do business in
21 the State of California.

22 **SECTION 26. RDA's Reserved Rights – Insurance.** RDA reserves the right to
23 adjust the monetary limits of insurance coverage as required above in Section 25
24 above, commencing on the first anniversary of this Agreement and on every additional
25 year thereafter during the remaining term of this Agreement and any extensions
26 beyond the original year term.

27 **SECTION 27. Certificate of Insurance and Additional Insured.** Contractor and
28 Association shall provide RDA with certificates of insurance demonstrating that

1 insurance limitations have been obtained from an insurance carrier authorized to sell
2 insurance in the State of California. Said certificates of insurance shall list the RDA and
3 the County of Riverside, as additionally insured entities.

4 SECTION 28. **Toxic Materials**. During the term of this Agreement, Contractor
5 shall not violate any federal, state, or local law, ordinance, or regulation, relating to
6 industrial hygiene or to the environmental condition of including, but not limited to, soil
7 and ground water conditions. Further, Contractor shall not use, generate, manufacture,
8 produce, store or dispose of on, under or about the Event or transport to or from the
9 Event, any flammable explosives, asbestos, radioactive materials, hazardous wastes,
10 toxic substances or related injurious materials, whether injurious by themselves or in
11 combination with other materials (collectively, "hazardous materials"). For the purpose
12 of this Agreement, hazardous materials shall include, but not limited to, substances
13 defined as "hazardous substances", or "toxic substances" in the Comprehensive
14 Environmental Response Compensation and Liability Act of 1980, as amended, 42
15 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.
16 Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.
17 Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section
18 25117 of the California Health and Safety Code or as "hazardous substances" in
19 Section 25316 of the California Health and Safety Code; and in the regulations adopted
20 in publications promulgated pursuant to said laws. The Contractor shall not be liable for
21 mitigation of any toxic materials located on Mission Plaza and or Event Location prior
22 to the Effective Date of this Agreement.

23 SECTION 29. **RDA's Representative**. RDA hereby appoints the Executive
24 Director or his or her designee as its authorized representative to administer this
25 Agreement.

26 SECTION 30. **Contractor's Representative**. Contractor hereby appoints Richard
27 Byrum, Vice President, as its authorized representative to administer this Agreement.
28

1 SECTION 31. **Association's Representative.** Association hereby appoints
2 Linda Thompson as its authorized representative to administer this Agreement.

3 SECTION 32. **Notices.** All notices, statements, demands, requests, consents,
4 approvals, authorizations, offers, agreements, appointments or designations hereunder
5 by either party to the other shall be in writing and shall be sufficiently given and served
6 upon the other party sent by United States registered mail, return receipt requested,
7 postage prepaid and addresses as follows:

8 RDA: Janet M Parks, PDS
9 Redevelopment Agency for the County of Riverside
10 PO Box 1180
11 Riverside, CA 92504
12 951-955-6667

13 CONTRACTOR: Richard Byrum, Vice President
14 Butler Amusements, Inc.
15 P.O. Box 2210
16 Eventfield, CA 94533

17 ASSOCIATION: Cheryl Schmidt
18 F.E.A.T.H.E.R.
19 4810 Pedley Road
20 Riverside, CA 92509
21 951-217-4459

22 SECTION 33. **Discrimination or Segregation.**

23 a) Contractor shall not discriminate in Contractor's recruiting, hiring, promotion,
24 demotion or termination practice on the basis of sex, race, religious creed, color,
25 national origin, ancestry, age, physical handicap, medical condition, or marital status
26 with respect to its use of the Event hereunder, and Contractor shall comply with the
27 provisions of the California Fair Employment and Housing Act (Government Code
28

1 Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all
2 amendments thereto, Executive Order No. 11246 (30 CFR 12319), as amended, and
3 all Administrative Rules and Regulations issued pursuant to said acts and orders with
4 respect to its use of the Event.

5 b) Contractor shall not discriminate against or cause the segregation of any
6 person or group of persons on account of sex, race, religious creed, color, national
7 origin, ancestry, age, physical handicap, medical condition, or marital status, in the use,
8 tenure or enjoyment of the premises, nor shall Contractor establish a permit any such
9 practice or practices of discrimination or segregation with reference to the selection,
10 location, number, use or occupancy of any person or persons, within the Event.

11 SECTION 34. **Employees and Agents of Contractor and Association.** It is
12 understood and agreed that all persons hired or engaged by Contractor and/or
13 Association shall be considered employees or agents of Contractor or Association and
14 not of RDA.

15 SECTION 35. **Severability.** The invalidity of any provision in this Agreement as
16 determined by a court of competent jurisdiction shall in no way effect the validity of any
17 other provision herein.

18 SECTION 36. **Free from Liens.** Contractor shall pay, when due, all sums of
19 money that may become due for any labor, services, material, supplies, or equipment,
20 alleged to have been furnished or to be furnished to Contractor, in, upon, or about the
21 Mission Plaza and/or Event Location and which may be secured by a mechanics',
22 material men's or other lien against the Mission Plaza or RDA's interest therein, and
23 will cause each such lien to be fully discharged and released at the time the
24 performance of an obligation secured by such lien matures or becomes due; provided,
25 however, that if Contractor desires to contest any such lien, it may do so, but not
26 withstanding any such contest, if such lien shall be reduced to final judgment, and such
27 judgment or such process as may be issued for the enforcement thereof is not promptly
28

1 stayed, or if so stayed, and said stay thereafter expires, then and in such event,
2 Contractor shall for with pay and discharge said judgment.

3 SECTION 37. **Governing Law and Venue**. Any action at law or in equity
4 brought by either of the parties hereto for the purpose of enforcing a right or rights
5 provided for by this Agreement shall be tried in a court of competent jurisdiction in the
6 County of Riverside, State of California, and the parties hereby waive all provisions of
7 law providing for a change of venue in such proceedings to any other County. This
8 Agreement and any dispute arising hereunder shall be governed by and interpreted in
9 accordance with the laws of the State of California.

10 SECTION 38. **Paragraph Headings**. The paragraph headings herein are for the
11 convenience of the parties only, and shall not be deemed to govern, limit, modify or in
12 any manner affect the scope, meaning or intent of the provisions or language of this
13 Agreement.

14 SECTION 39. **Waiver of Performance**. No waiver by RDA at any time of any of
15 the terms and conditions of this Agreement shall be deemed or construed as a waiver
16 at any time thereafter of the same or of any other terms or conditions contained herein
17 or of the strict and timely performance of such terms and conditions.

18 SECTION 40. **Compliance with Laws and Regulations**. By executing this
19 Agreement, all parties hereby certify that they will adhere to and comply with all federal,
20 state and local laws, rules and regulations.

21 SECTION 41. **Authority to Execute**. The persons executing this Agreement or
22 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and
23 represent that they have the authority to execute this Agreement and warrant and
24 represent that they have the authority to bind the respective parties to this Agreement
25 to the performance of its obligations hereunder.

26 SECTION 42. **Entire Agreement**. This Agreement constitutes the entire,
27 complete and final expression of agreements between the parties. This Agreement
28 may be changed or modified only upon the written consent of the parties hereto.

1 SECTION 43. **Effective Date.** This Agreement is effective upon full execution of
2 the parties. If the parties sign the Agreement on more than one date, than the last date
3 of execution shall be the Effective Date.

4 **IN WITNESS WHEREOF**, the parties have executed this Agreement on the day
5 and year first written above.

6 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

7
8 By: Marion Ashley
9 Marion Ashley
10 Chairman, Board of Directors

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

11
12 CONTRACTOR

13
14 By: _____
15 Richard Byrum
16 Vice President, Butler Amusements, Inc

By: _____

17
18 ASSOCIATION

19
20 By: _____
21 F.E.A.T.H.E.R.

By: _____

22
23 Approved as to Form
24 PAMELA J. WALLS
25 Agency Counsel

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

26
27 By: [Signature] 2/11/10
28 Deputy Counsel Michelle Clack

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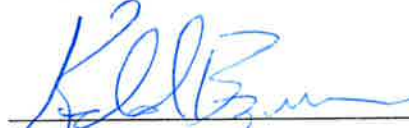
6 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

7
8 By: _____

9 Marion Ashley

10 Chairman, Board of Directors

11
12 CONTRACTOR

13
14 By:  _____

15 Richard Byrum

16 Vice President, Butler Amusements, Inc

17
18 By:  _____

19 THOMAS SHOBAKEN

20 SECRETARY/TREASURER &
21 CORPORATE OFFICER

22
23 ASSOCIATION

24
25 By: _____

26 F.E.A.T.H.E.R.

27
28 Approved as to Form

29 PAMELA J. WALLS

30 Agency Counsel

31
32 By: _____

33 Deputy Counsel

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8 By: _____

9 Marion Ashley

10 Chairman, Board of Directors

11
12 CONTRACTOR

13
14 By: _____

15 Richard Byrum

16 Vice President, Butler Amusements, Inc

17
18 By: _____

19
20 ASSOCIATION

21 By:  _____

22 F.E.A.T.H.E.R.

23 By: _____

24 Approved as to Form

25 PAMELA J. WALLS

26 Agency Counsel

27 By: _____

28 Deputy Counsel

1 **Exhibit "A"**

2 **STATEMENT OF WORK TO BE PERFORMED**

3

4 Contractor shall provide a fully operational Event including quality rides, Games,
5 shows and food concessions.

6 **Ride :**

7

8 **FERRIS WHEEL EAGLE 16**

9 **SQUADRON**

10 **ZIPPER**

11 **KITE FLYER**

12 **STARSHIP 2000**

13 **VORTEX**

14 **SKY DIVER**

15 **SLIDE**

16 **SCRAMBLER**

17 **DIZZY DRAGON**

18 **TORNADO**

19 **CROWN MAERRY GO ROUND**

20 **DRAGON WAGON**

21 **CYCLE JUMP**

22 **SURF CITY**

23 **TILT**

24

25 **FOOD:**

26 **DRINKS**

CANDIED APPLES

HOT DOGS

27 **COTTON CANDY**

POP CORN

28

Exhibit B

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 4 South, Range 6 East, S.B.B. & M., being more particularly described as follows:

Commencing at the northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18;

Thence S.89° 40'40" West, along the northerly line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18, a distance of 297.40 feet to the true point of beginning of the parcel of land to be conveyed;

Thence S.00° 01'30" West, a distance of 208.70 feet;

Thence S.89° 40'40" West, a distance of 100.00 feet to a point of the easterly line of Lot 41, Welcome Homestead Tract as shown by map on file in Book 31, Page 41 of Maps, records of the Recorder of Riverside County, California;

Thence N.00° 01'30" East along the easterly line of said Lot 41 and continuing N.00° 01'30" East along the easterly lines of Lots 42 and Lot A as said lots are shown on said map, a distance of 208.70 feet to the northeast corner of said Lot A, said northeast corner being a point on the northerly line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 18;

Thence N.89°40'40" East along said northerly line, a distance of 100 feet to the point of beginning.