

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.14  
(ID # 10348)

**MEETING DATE:**  
Tuesday, July 23, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): The Riverside County Aviation Division - Performance, Exhibitions and other Aviation Event Agreements, District 3 and District 4, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the Assistant County Executive Officer/ECD to enter into sole source contracts to secure professional performance, exhibition, and other Aviation air show and event related contracts from July 23, 2019 to June 30, 2024, for an amount not to exceed the Aviation budget annually approved by the Board; no single contract shall exceed \$50,000 annually and as approved by County Counsel;
2. Authorize the Assistant County Executive Officer/ECD to enter into revenue contracts relating to Aviation and year round events at County airports from July 23, 2019 to June 30, 2024 as approved by County Counsel and no single contract shall exceed \$50,000 annually; and,
3. Direct the Assistant County Executive Officer/EDA to file an annual report with the Board attaching any such agreements for final acknowledgment signature by the Chairman.

**ACTION:Policy**

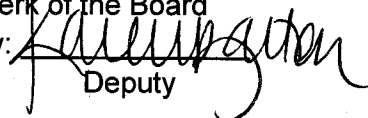
Robert Field, Assistant County Executive Officer/ECD 6/28/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: July 23, 2019  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Aviation Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20-23/24</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

To be most effective and efficient, County Aviation events should be run on a basis similar to County Fair events. The delegation requested in this Form 11 is similar to, though appropriately more limited than, that given for the Riverside County Fair's operation (Attachment A).

Successful planning and execution of aviation events requires contracts with professional performers, exhibitors and other aviation event providers. The entertainers and exhibitors typically provide unique, one-of-a-kind performances and are highly sought after by Aviation events nationwide. As with the Fair, they most often require immediate issuance of a signed contract to secure their confirmed booking for events.

Competition is fierce for these unique attractions, and County Aviation event managers need every negotiating advantage to deliver maximum public benefit. The need for sole source contracts recognizes the reality of the competitive and demanding Aviation event market, and provides Aviation event management with the leverage necessary to secure top talent in a cost efficient and timely manner.

No single contract shall exceed \$50,000 annually. All contracts under this authorization will remain within the annual budget amount approved by the Board of Supervisors. Contracts above these limits will be brought to the Board or the Purchasing Agent as appropriate. A sample agreement that has been reviewed by County Counsel is attached as Attachment B.

As with the Fair, revenue contracts will primarily include sponsorship agreements.

**Impact on Residents and Businesses**

The Riverside County Aviation events are free to the general public and serve to promote the Airport and its transportation and job benefits to the region. Local residents and businesses benefit from the economic impact of each airport and air show.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There are no net county cost or budget adjustment required.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

Attachments:

- Fair Events Minute Order
- Sample

  
Rohini Baske, Principal Management Analyst 7/15/2019

  
Gregory V. Priamos, Director County Counsel 7/11/2019

RIVERSIDE COUNTY \_\_\_\_\_ AIRPORT AIR SHOW  
Date  
**SERVICES AGREEMENT**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, xxxx, by and between the COUNTY of Riverside ("COUNTY") and \_\_\_\_\_ ("CONTRACTOR"). The parties agree as follows: **Contractor agrees to perform aerobatic routines at the \_\_\_\_\_ Airport Air Show on \_\_\_\_\_.** Contractor agrees to arrive at the \_\_\_\_\_ Airport on \_\_\_\_\_, \_\_\_\_\_, xxxx, before 12:00 p.m. or by an alternative appointment with approval of Air Show Manager.

**CONTRACTOR TO PROVIDE:**

**COUNTY TO PROVIDE:**

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement.

2. Services To Be Provided:

A. CONTRACTOR shall provide all services and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be as specified: **Performance time/s to be determined by Air Show Boss.** CONTRACTOR shall immediately commence performance of services upon notification from COUNTY, and shall perform such services throughout the term of this Agreement in a diligent, timely and prompt manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: COUNTY shall pay CONTRACTOR for all services performed in accordance with the payment terms. Unless otherwise stated in this Agreement, CONTRACTOR shall be responsible for all costs and expenses associated with performance or compliance with the terms of this Agreement. **A total consideration of \_\_\_\_\_ payable on Saturday, \_\_\_\_\_, by County Warrant.**

4. County Representative: The following COUNTY representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: \_\_\_\_\_ Title: **Air Show Manager**

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable Airshow employment, civil rights, access, health and safety laws, rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to

perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable COUNTY policies, procedures, rules and regulations.

**6. Termination:**

A. This Agreement may be terminated by COUNTY for any reason (with or without cause) upon giving 14-days written notice to CONTRACTOR.

B. COUNTY may terminate this Agreement immediately when any of the following occurs: (1) COUNTY determines that CONTRACTOR's activities are resulting in or may result in discredit to COUNTY; (2) CONTRACTOR has acted dishonestly; (3) CONTRACTOR is unwilling or unable for any reason to properly perform; or (4) CONTRACTOR has breached a material provision of this Agreement.

C. After receipt of a notice of termination from COUNTY, CONTRACTOR shall: (1) stop all work under this Agreement on the date specified in the notice of termination; (2) deliver to COUNTY any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required to be furnished to COUNTY by CONTRACTOR; and (3) take any additional actions which may be reasonably requested by COUNTY. Following termination, COUNTY shall make payment to CONTRACTOR for all services which have been properly rendered up to the date of termination. No other payments shall be due to CONTRACTOR upon termination. In the event of termination, COUNTY may proceed with the work in any manner it deems to be proper and in the best interest of COUNTY.

D. If for any reason the Airshow is not held on the planned dates, this Agreement shall be considered to be terminated, and COUNTY shall not be liable to CONTRACTOR for any further payments (other than payments for services which have already been properly rendered). This shall apply regardless of the cause of why the Airshow is not held on the planned dates. This shall also apply if the Airshow is interrupted or delayed, in part or in full.

E. This section shall not limit any other legal rights the COUNTY may have against CONTRACTOR.

**7. Independent Contractor:**

A. CONTRACTOR is acting as an independent contractor, and no relationship of employer-employee exists between CONTRACTOR (including its employees, agents or representatives) and COUNTY. CONTRACTOR assumes full and exclusive responsibility for its acts and the acts of its employees, agents and subcontractors related in any way to this Agreement. CONTRACTOR (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to workers' compensation, retirement, leave or other similar benefits. CONTRACTOR assumes full responsibility for payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to CONTRACTOR, its employees, agents or representatives. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which COUNTY may be required to make related to such a claim. CONTRACTOR shall immediately reimburse COUNTY for any payments which COUNTY may be required to make related to any such claim.

B. CONTRACTOR and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of COUNTY; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of COUNTY; and shall in no way represent themselves to be officers, employees or agents of COUNTY. COUNTY shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of CONTRACTOR, its agents, servants, employees, subcontractors or other representatives.

**8. Insurance:**

A. Prior to the start of performance, or at an earlier date as may be requested by COUNTY, CONTRACTOR shall provide to COUNTY original insurance certificates which evidence the following coverages from companies licensed to issue such insurance in the State of California:

- (a) Workers' compensation insurance as required by the laws of the State of California;
- (b) Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);
- (c) For contracts involving use of vehicles (automobiles, trucks or other vehicles), commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and
- (d) Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the following:

- (a) The dates of inception and expiration of the insurance;
- (b) A statement that the following are listed as additional insureds: The County of Riverside; the French Valley Airport Air Show; the Riverside County Economic Development Agency; and the officers, employees, servants and agents of these entities;
- (c) A statement that the insurance cannot be cancelled or reduced without 30-days prior written notice to COUNTY; and
- (d) A statement that the certificate holder shall be: County of Riverside, and French Valley Airport Air Show, 3403 10<sup>th</sup> St., Suite 300, Riverside, CA 92501.

9. Indemnification: CONTRACTOR shall indemnify and hold harmless COUNTY, including its officers, employees and agents, from any and all liabilities, claims, debts, damages, demands, or actions of whatever kind or nature (including, but not by way of limitation, wrongful death, bodily injury, property damage, and legal representation and expenses) arising out of or in any manner connected with CONTRACTOR's performance related to this Agreement.

10. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside County, California.

11. Miscellaneous:

A. CONTRACTOR shall not subcontract with any third party for furnishing any of the services described in this Agreement without the prior written approval of COUNTY.

B. CONTRACTOR shall not assign any interest in or part of this Agreement without the prior written consent of COUNTY.

C. CONTRACTOR shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry in performing the services specified in this Agreement.

D. Any waiver by COUNTY of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement or estopping COUNTY from enforcement of such terms.

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

F. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

\_\_\_\_\_ (CONTRACTOR)

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name:  
Address:  
Phone:  
Email:

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Vincent Yzaguirre, EDA Assistant Director

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL 12/14/15  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

226



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 December 23, 2015

**SUBJECT:** The Riverside County Fair & National Date Festival Entertainment, Exhibitions, and Interim Events, District 4 [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the Assistant County Executive Officer/EDA to enter into sole-source entertainment and exhibition contracts for an amount not-to-exceed the entertainment and exhibit budgets annually approved by the Board; no single contract shall exceed \$100,000; as approved by County Counsel; and
2. Authorize the Assistant County Executive Officer/EDA to enter into revenue contracts relating to the Fair and year-round interim events at the fairgrounds; no single contract shall exceed six months and \$125,000.

**BACKGROUND:**

Summary

Operating a fair requires staff to enter into contracts for entertainment and exhibitions. Many of the entertainers and exhibitors must be contracted within a few days of negotiating the contract or risk losing entertainment or exhibits.

(Continued)

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** N/A  
 Budget Adjustment: No  
 For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: January 5, 2016  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.22 of 02.09.2010 | District: 4 | Agenda Number:

3-12



**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
Economic Development Agency  
**FORM 11: The Riverside County Fair & National Date Festival Entertainment, Exhibitions, and Interim Events, District 4 [\$0]**  
**DATE: December 23, 2015**  
**PAGE: 2 of 2**

**BACKGROUND:**

**Summary** (Continued)

When hiring entertainment or contracting for unique exhibitions, there are no comparable substitutions for such one-of-a-kind attractions.

Therefore, it is important to allow management staff the ability to enter into sole-source contracts for these services that are within the budget approved by the Board of Supervisors. The dollar amount authorizing the Assistant County Executive Officer/EDA has been raised to \$100,000 and shall not exceed this amount in any single contract.

Recommended Motion #2 has not changed and is the same Motion as was approved by the Board of Supervisors on Minute Order 3.22 on 02.09.2010.

**Impact on Citizens and Businesses**

This will provide an expedited approval for the limited time we have to prepare before the Fair.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no impact on County General Fund.