



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Jaime Valdez, Assistant City Manager

**PREPARED BY:** Kelly Hoover, Community Relations Manager  
Winnie Cai, Assistant City Attorney

**SUBJECT:** Agreement for Pilot Fourth of July Community Drone Show to be held at Dos Pueblos High School

**RECOMMENDATION:**

- A. Provide direction to staff on whether or not to host a Pilot Fourth of July Community Drone Show, and
- B. If directed to proceed, authorize the City Manager to enter into an agreement with Droneshow.com, LLC, for a Fourth of July Community Drone Show, with a total not-to-exceed amount of \$50,000.

**BACKGROUND:**

For many years, the Goleta community gathered every Fourth of July for a fireworks show event. The event was originally held at UCSB's Harder Stadium and later moved to Girsh Park where it became a beloved community tradition. Historically, the Rotary Club raised funds for and held the event. The Fourth of July celebration was canceled in July of 2020 due to the pandemic. Since then, the event has not returned to the community as the cost and time associated with putting on an event of this magnitude became too much for a group of volunteers to manage. In addition, concerns about the fireworks show's wildlife impacts, fire hazards and noise became difficult to address.

Ever since the event went away, community members have expressed disappointment about not having a Fourth of July fireworks celebration in Goleta. There have also been concerns about perceived increased illegal fireworks incidents in the City due to the absence of a coordinated public event. As a result, City staff have researched how to bring back a celebration to Goleta and have found that other cities have transitioned their fireworks show to a drone show with great success. While these shows have increased in popularity across the country, the concept has great appeal to the City as it will be unique to our area and will address the environmental, fire, and noise concerns

surrounding a fireworks show. In short, a Fourth of July drone show could be a great alternative to a traditional fireworks show.

**DISCUSSION:**

The City staff researched the costs of what it would take to put on a drone show in Goleta, developed a budget, and began contacting community partners to determine if there was an interest in supporting such an event. The response has been extremely positive and multiple businesses and community partners have stepped up in providing funding support. Yardi Systems was one of the first to contribute towards the event. At its last meeting, the City Council accepted a donation of \$25,000 from Yardi Systems. Staff, at the time of writing this report, have solicited and received funding commitments totaling \$43,500 from seven community partners and are working on obtaining more sponsorships.

As for the drone service provider, after soliciting and vetting four other drone companies, City staff recommends entering into an agreement in the amount of \$50,000 with Droneshow.com, LLC. Goleta's drone show will consist of 150 drones with an estimated duration of approximately 14 minutes. The show may be longer or shorter depending on the weather conditions. This drone service provider put on a drone show for the City of Santa Maria's Fourth of July celebration last year and will do so again this year.

The City's Pilot Fourth of July community drone show event will be from 6:00 P.M. to 9:00 P.M. at the Dos Pueblos High School football stadium. There will be food trucks and musical entertainment starting at 6:00 P.M. The drone show will begin at 8:30 P.M. Staff is working with the Santa Barbara Unified School District, who are excited about hosting the drone show at the high school and coordinating with staff to ensure that the day's event takes places safely and smoothly.

While the City is taking the lead this year, staff will treat this event as a pilot and engage in conversations with nonprofits and other community organizations to take over and assume leadership of this event in future years. The City's role going forward would focus on serving as a financial sponsor or supportive partner, rather than the primary event organizer. If a suitable nonprofit or community partner is not identified, staff will return to the City Council with options and recommendations for how to proceed, including the possibility of discontinuing the event.

**FISCAL IMPACTS:**

The drone show contract costs \$50,000, of which \$43,500 is currently covered through sponsorships from community partners. There are also additional logistics and operations expenses such as security fees, custodial services, entertainment, audio-visual support, and event promotion, estimated at approximately \$15,000 to \$20,000. When combined, the total event costs are estimated at approximately \$65,000 to \$70,000. Based on current estimates, this results in a total funding gap of approximately \$21,500 to \$26,500.

Staff are continuing fundraising efforts to fully cover the event and are actively reaching out to businesses in the City who might be interested in supporting. However, any remaining unfunded amount could be covered by the City through the existing General Government (City Manager's Office and Community Relations) budget of up to approximately \$15,000-\$20,000. Staff have identified budget through the Economic Development program (GL Account 101-10-1200-51200) that could be used to cover the majority of any unfunded amount of the drone show. A total of \$17,000 was allocated for the Old Town business improvement district survey and Business events/support in other parts of the City, that staff have not gotten to this year and do not plan to spend this fiscal year. Staff will include the budget appropriations related to the sponsorships in either the Q3 Financial Review Report or other related reports.

If sponsorship exceeds costs, surplus funds may be reserved for future community events.

**ALTERNATIVES:**

The City Council may choose not to authorize the agreement with DroneShow.com, in which case the Fourth of July event will not take place, and associated donations will be returned.

**LEGAL REVIEW BY:** Isaac Rosen, Acting City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Agreement between City and Droneshow.com, LLC

## **ATTACHMENT 1**

Agreement between City and Droneshow.com, LLC



Droneshow.com, LLC (the “**Company**”)

**Date:** April 1, 2025

**Project Reference:** City of Goleta, CA - July 4, 2025

**To:** (the “**Client**”) The City of Goleta California

**Show Date(s):** July 4, 2025

**Launch Time:** 30 minutes after sundown (or later)

**Drone Count:** 150

**Venue Name:** Dos Pueblos High School

**Venue Address:** 7266 Alameda Ave, Goleta, CA 93117

1) Company Services:

- a) Subject to the terms of this Show Contract (the “**Agreement**”) the Company will provide the following services (the “**Services**”):
  - i) Show designs approved by Client;
  - ii) Site check & test flight (if necessary);
  - iii) FAA flight permit or any other permits or certificates required for the operation of the aircraft;
  - iv) Audio engineering & music choreography and production
  - v) Staff travel and expenses
  - vi) Music synchronization.
  - vii) Duration of shows: 10-14 minutes (wind and humidity may decrease these numbers)
  - viii) Set up, installation, dismantle of equipment; and
- b) The Company will be responsible for providing the Special Flight Permits from the FAA and any other necessary flight authorizations, if required (the “**Company Permits**”). All permits, licenses, and authorizations other than the Company Permits will be the sole responsibility of the Client (e.g., permits, licenses, authorizations not related to the operation of the aircraft).

2) Client Responsibilities:

- a) Access and permission to use the location specified for the show, in such form as the Company may require, in order to obtain the Company Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date;
- b) An appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude (or equivalent address and location) for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services;
- c) All necessary security services to ensure the safety of Company equipment and personnel;

3) Price Includes:

- a) The Services described above;
- b) The Company Permits;
- c) Company travel to and from the event location;
- d) General Aviation Liability Insurance

4) Price:

- a) Price for Services: \$50,000
  - i) 50% due as deposit upon signing of contract
  - ii) 50% due upon completion of Company Services

5) Additional Provisions:

- a) The Client will approve all renderings no later than 7 days before the show, which approval is final and binding, and the Company will perform the show substantially as presented.
- b) Company shall provide evidence to the Client of general aviation liability insurance of at least \$2,000,000.00.
- c) Company shall perform the Service in compliance with all applicable laws and regulations.

6) General:

- a) The Terms and Conditions attached as Schedule "A" form part of this Agreement. By signing below the parties each acknowledge that they have had an opportunity to review such terms and conditions and the parties accept and agree to such terms.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto.

**THE PARTIES** have entered into this Agreement as of, Tuesday, April 1, 2025

For and on Behalf of  
**Droneshow.com, LLC**

The above quotation is accepted by:

**Name:** Jesse Stone

**Title:** President

**Date:** March 11, 2025



Authorized Signature

For and on Behalf of  
**CLIENT**

The above quotation is accepted by:

**Name:**

**Title:**

**Date:**

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Authorized Signature

## Schedule "A" - Terms and Conditions

1. **Deposits.** A deposit equal to fifty percent (50%) of the total price (the "Deposit") is required upon signing date of this Agreement to secure your booking. The balance shall be due and payable within 3 business days of completion of the show as approved by Client ("Show"). If a show is booked within two weeks (14 days) of the required date, then full payment is required upon booking.
2. **Payment.** All payments shall be made by way of ACH, wire transfer, or other form of immediately available funds. Any undisputed amounts not paid when due hereunder shall accrue interest at the rate of 12% per annum, compounding monthly.
3. **FAA Approval.** Drone shows are subject to the Company obtaining LAANC (Low Altitude Authorization and Notification Capability) approval. In the event LAANC approval is not obtained for any reason (other than the failure of the Client to provide any information reasonably requested by the Company to obtain such permits), this Agreement shall terminate, and the sole right and remedy of the Client shall be a refund of any prepaid amounts. In the event such Company Permits are not obtained due to the failure of the Client to provide any information reasonably requested by the Company, this Agreement shall terminate, without liability of the Company to the Client, and the Company shall be entitled to retain the Deposit as liquidated damages, which amount is a reasonable estimate of the Company's damages in such circumstance.
4. **Performance.** The Client acknowledges that performance of the Services are subject to reasonable technical, weather, or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.
5. **Limited Warranty.** All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Company will not knowingly infringe upon the intellectual property rights of third parties.
6. **Disclaimer of Warranties.** The Company makes no representation or warranty whatsoever either expressed or implied, statutory, or otherwise other than as expressly set forth herein and the Client hereby waives the benefit of any such expressed or implied, statutory or other representations or warranties.
7. **Force Majeure.** The Company shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Agreement if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic, inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a "Force Majeure Event"). Without limiting the foregoing, the Client acknowledges that the performance of the Services and the safety of all persons present is dependent upon suitable weather conditions on the day of the event. The Company will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services at their sole discretion.
  - Weather: Any temperature under 25 degrees Fahrenheit qualifies as a Force Majeure Event and may result in the cancellation of the drone launch for safety purposes. If this occurs, the Client and the Company will collaborate to find another mutually agreeable date for the Show.
8. **Cancellations.** The Client acknowledges that the Company will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of Client to fulfill their contractual obligations under this Agreement, the Client will be issued a credit (the "Credit")

equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Company Permits and other expenses. The Credit may be applied to a future event to be scheduled within 12 months of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire 12 months following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any Force Majeure Event or failure of Client to fulfill its contractual obligations under this Agreement. In the event Company fails to fulfill its contractual obligations under this Agreement, Company shall return the full amount of the Deposit to Client.

9. **Insurance.** The Company will maintain and keep in force during the term of this Agreement commercial general liability and aviation liability (aircraft liability) insurance including coverage for personal injury, products liability, and contractual liability, in the amounts equivalent to at least USD \$2,000,000.00 per occurrence and at least \$2,000,000.00 in the aggregate. The Client shall be named as an additional insured on the commercial general liability and aviation liability (aircraft liability) and premises liability insurance policies by endorsement. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by Client. Company shall also maintain, if applicable to Company's operations or performance of this Agreement, Business Automobile Liability insurance covering Companies owned, non-owned and hired motor vehicles and/or Professional Liability insurance with liability limits of at least \$2,000,000 per occurrence. Company shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement. Company shall also maintain "special form" property insurance at replacement cost applicable to Company's property or its equipment at the location(s) necessary for the Show ("Venue"), which insurance shall contain a waiver of subrogation endorsement in favor of Client. Company shall submit certificates of insurance as evidence of the above-required insurance to Client prior to the commencement of work by Company under this Agreement. Company shall indemnify and hold Client harmless from any claims which may arise as a result of Company's failure to provide any of the insurance coverage required herein.
10. **Limitation of Liability.** In no event will either party be liable to the other for any consequential, indirect, exemplary, special, or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement.
11. **Mutual Indemnity.** The Company agrees to defend, indemnify and hold harmless the Client, its employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out the services provided by the Company, including, without limitation, performance or breach of this Agreement by Company, Company's use of Client's premises, or any acts, omissions, negligence, or conduct on the party of Company, or its personnel, employees, agents, contractors, subcontractors, or volunteers. The Client agrees to defend, indemnify and hold harmless the Company, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any negligent acts, omissions of the Client, its personnel, employees, agents, contractors, or volunteers in connection with this Agreement. It is not the intent of Client to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed.



12. **Damage.** Without limiting Company's indemnity obligations or any other provision of this Agreement, Company shall be liable to Client for any and all damage, harm or injury to the Venue, or to any other real or personal property owned by Client and caused by any act or omission of Company, its agents, employees, concert artists, performers, or subcontractors and arising in connection with the Show, except to the extent caused by the negligence or intentional misconduct of Client, and normal wear and tear excepted. Company shall promptly repair, to the reasonable satisfaction of Client (or, at Client's election, reimburse Client for the costs of repairs) any portion of the Venue or other property owned by Client, so damaged, harmed or injured.
13. **Termination.** Without limiting any other rights or remedies available at law or in equity or otherwise, either party may terminate this Agreement if:
  - (a) the other party is in breach or default of any of its obligations under this Agreement and such breach or default continues unrectified for fifteen (15) days following the provision of written notice of such breach or default.
  - (b) the other party enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against such party under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law or a receiver, trustee or similar person is appointed with respect to such party's assets; or
  - (c) the other party ceases to carry on its business.
  - (d) In addition to its other termination rights under this Agreement, Client reserves the right to terminate this Agreement and/or to cancel all or any portion of the Show for a significant unresolved public safety or security concern causing an immediate threat to the health or safety of persons, as determined by Client, in its reasonable discretion.
14. **Public Safety.** Company shall at all times conduct its activities with full regard to public safety, and shall observe and abide by all applicable regulations and requests by duly authorized entities responsible for public safety.
15. **Management Rights.** Company acknowledges that, for purposes of protecting the public safety and other interests of Client, Client shall at all times during the Show retain primary control over the management and general operation of all portions of the Venue, acting in good faith, and that all laws, rules and regulations of any governing authority and policies of Client shall remain in full force and effect.
16. **Advertising; Use of Marks.** No public announcement, press release, communications or advertising (other than to the extent required by law) concerning the relationship of the parties as defined in this Agreement shall be made or dispatched by either party without the prior written consent of the other party. Neither party shall use the other party's name, logo or trademarks, or its products, in any manner, promotional or otherwise, without such party's express prior written consent.
17. **Recording Rights.** Client may photograph and/or record the Show ("Recording") and Client shall retain all rights in and to the Recording for any purpose, including, without limitation, commercial, promotional, streaming, broadcast, or historical purposes.
18. **Animation.** All animation changes and adjustments after the approval of the Storyboard will result in a one-time upcharge of \$500 per change. Additionally, any added animations that go beyond the agreed upon Storyboard will also incur a \$500 charge per animation.
19. **Assignment.** Neither the Company nor the Client shall have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder without the prior written permission from the other party.
20. **Waiver.** The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of any party.

21. **Severability.** Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Company, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Client.
22. **Relationship.** The relationship between the Company and the Client will, at all times be one of independent contractors and nothing herein shall be construed as implying a partnership or joint venture relationship.
23. **Headings.** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
24. **Applicable Laws.** This Agreement shall be governed by the laws of the State of California. Jurisdiction and venue shall be the courts of Santa Barbara County, California.
25. **Entire Agreement.** This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations, or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.