

Memorandum of Understanding
Between the
Conejo Recreation and Park District
and the
Thousand Oaks Soaring Society

This Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") on the one hand, and Thousand Oaks Soaring Society ("TOSS"), on the other hand, in light of the following:

- A. *Whereas* TOSS, a local modeling club, chartered by the Academy of Model Aeronautics (AMA) a national organization, TOSS (AMA Club 1493), was formed in 1981 to represent their collective radio controlled model sailplane interests; and
- B. *Whereas* the activity of flying models has grown into a national sport consisting of an estimated over 170,000 registered AMA members in over 2,400 sanctioned clubs; and
- C. *Whereas* in December 2014 CRPD approved a master plan which included an area (Westlake Upper Terrace) suitable for model sailplanes located at Sapwi Trails Community Park for the enjoyment of patrons; and
- D. *Whereas* TOSS has an interest in flying their model sailplanes at Sapwi Trails Community Park; and
- E. *Whereas* TOSS members have provided dozens of volunteer hours in the planning and development of the Sapwi Trails Community Park; and
- F. *Whereas* TOSS members desire to promote the building and flying of model sailplanes, participating locally and regionally; and
- G. *Whereas* TOSS desires to continue to assist CRPD in the improvements to, and maintenance and operation of, the Westlake Upper Terrace at Sapwi Trails Community Park; and
- H. *Whereas*, CRPD desires to designate TOSS as one of the primary community permitted groups as described herein at the Westlake Upper Terrace.

Now, Therefore, In Consideration Of The Foregoing And These Mutual Promises, It Is Agreed As Follows:

1. TOSS Agrees To:

- a) Assist and coordinate, under CRPD's direction and approval, with the improvements to and maintenance of Westlake Upper Terrace. Any improvements to the Westlake Upper Terrace shall be the sole property of CRPD.
- b) Assist, under CRPD's direction and approval, with instruction and programs at Westlake Upper Terrace for the furtherment and betterment of the sport of model sailplanes.

- c) Advise CRPD on continued Westlake Upper Terrace development and operations.
- d) Provide CRPD with a proposed semi-annual schedule of use, only allowed during daylight operating hours of the park, for approval by CRPD.
- e) Provide necessary equipment for the safe operation and use of the model sailplanes. All equipment will be installed at the commencement of flying for the day and removed at the conclusion of the day's activities.
- f) Require all pilots of model sailplanes to be members of AMA or accompanied by a TOSS member. TOSS is sanctioned by Academy of Model Aeronautics (AMA) and as such members must follow AMA guidelines and rules.
- g) Indemnify, defend and hold CRPD and its Board members, officials and employees, harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from any negligent act or omission either under this Agreement, by TOSS or any of its contractors, servants, employees, permittees, or agents, from and against all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon.
- h) Obtain, pay premiums for, and thereafter maintain during the entire term of this Agreement and any extension thereof, General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of not less than \$3,000,000). All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. The District, its Board members, officials and employees, shall be named as additional insureds. TOSS shall provide District with copies of certificates for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to District.
- i) Require all pilots to have on their person a current AMA membership card and present it to CRPD personnel upon request.
- j) Require all pilots to follow the most current version of the AMA safety rules, which are available on their web site, www.modelaircraft.org.
- k) Require all model sailplanes to be remotely controlled and remain within the pilot's line of sight at all times and always be flown safely by the operator.
- l) Prohibit all pilots from flying model sailplanes equipped with cameras, photographic or electronic recording devices, or similar equipment.

2. **CRPD Agrees to:**

- a) Allow TOSS to utilize Westlake Upper Terrace during scheduled use at no cost.
- b) Coordinate with TOSS so that TOSS may host annual contests, competitions or fundraisers attended by pilots from regional clubs and attended by pilots of the AMA, at Westlake Upper Terrace.
- c) At all times TOSS use is subject to CRPD priorities related to other community uses. CRPD will collaborate and coordinate with TOSS to determine scheduling for such community uses.
- d) Coordinate with TOSS to assure safe access to the property and safe use of the Westlake Upper Terrace.
- e) CRPD recognizes that flying model sailplanes is a growing year-round sport in Southern California, and that all efforts will be made by CRPD to accommodate TOSS throughout the year. The parties acknowledge that the use of Westlake Upper Terrace will likely be unavailable during necessary maintenance periods, as well as significant CRPD-sponsored community events. CRPD will use its best efforts to provide as much notice as reasonably possible when some, or all, of Westlake Upper Terrace will be unavailable.
- f) The initial term of this MOU, is one year commencing on October 20, 2016 and ending October 19, 2017, and is subject to annual renewal by mutual agreement of both parties.

3. **TOSS and CRPD Further Agree** that, during the term of the MOU:

- a) CRPD shall maintain the Westlake Upper Terrace in accordance with industry standard practices for turf and grounds management of public model sailplane flying sites, and public use areas. Unless otherwise agreed, CRPD shall also maintain any future improvements. CRPD and TOSS shall jointly cooperate to develop on-going maintenance standards. TOSS will use its best efforts to assist CRPD with minor repairs and maintenance (e.g. weed removal, general clean-up, etc.) whenever possible.
- b) TOSS shall, at CRPD's request, provide access to CRPD representatives to review all financial books and records of TOSS related activities. On an annual basis, TOSS shall provide a report to CRPD Board of Directors at a regularly scheduled meeting.
- c) TOSS will comply with all federal, state, and local laws and any regulations and/or conditions CRPD may establish from time to time.
- d) While present, TOSS will maintain the secure status of the Westlake Upper Terrace.

- e) TOSS and CRPD may, within any time of this Agreement, discuss and mutually extend, modify, or absolve this agreement based on further consideration. CRPD has the right to terminate this agreement if in CRPD's sole determination that flying privileges are detrimental to other activities on the site.
- f) By enjoying the benefits and privileges conferred by this letter, pilots agree to indemnify, defend and hold CRPD, as well as its elected officials, employees, contractors and volunteers harmless from any claim, lawsuit, liability or damages arising out of pilots' operation of model sailplanes while on or over CRPD property.

- 4. **Non-Transferability.** This MOU is non-transferable without the consent of each party.
- 5. This MOU shall be construed in accordance with California law.
- 6. This Agreement shall be binding upon the parties and their successors in interest.
- 7. **Notice.** Any written notice required by this MOU shall be delivered to:

CRPD
 Jim Friedl
 General Manager
 Conejo Recreation & Park District
 403 W. Hillcrest Drive
 Thousand Oaks, CA 91360
 (805) 497-3199 FAX

TOSS
 Steve Miele
 President – Thousand Oaks Soaring Society
 1915 Ferndale Place
 Thousand Oaks, CA 91360

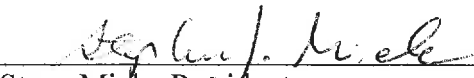
IN WITNESS WHEREOF, the parties have executed this MOU as of the date written below.

10/20/16
 Dated



 Jim Friedl, General Manager
 CONEJO RECREATION AND PARK DISTRICT

10/20/16
 Dated



 Steve Miele, President
 THOUSAND OAKS SOARING SOCIETY

AMENDMENT #1
Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
Thousand Oaks Soaring Society

This Amendment #1 to the Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") and Thousand Oaks Soaring Society ("TOSS").

The term of the MOU is extended three years commencing October 20, 2017 and ending October 19, 2020, and is subject to renewal by mutual agreement of both parties.


All other terms and conditions of the October 20, 2016 MOU apply.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to the MOU as of the date written below.

CONEJO RECREATION AND PARK DISTRICT

Dated

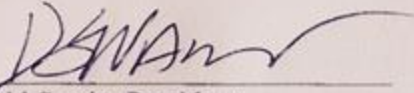
10/5/17


Jim Friedl, General Manager

CONEJO DISC GOLF CLUB

Dated

10/9/2017


David Swain, President

THOUSAND OAKS SOARING SOCIETY

AMENDMENT #2
Memorandum of Understanding
Between the
Conejo Recreation and Park District
and
Thousand Oaks Soaring Society

This Amendment #2 to the Memorandum of Understanding (MOU) is entered into by and between Conejo Recreation & Park District ("CRPD") and Thousand Oaks Soaring Society ("TOSS").

The term of the MOU is extended three years commencing October 20, 2020 and ending October 19, 2023, and is subject to renewal by mutual agreement of both parties.

All other terms and conditions of the October 20, 2016 MOU apply.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 to the MOU as of the date written below.

CONEJO RECREATION AND PARK DISTRICT

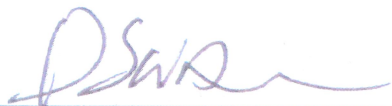
10/15/2020
Date



James Friedl, General Manager

THOUSAND OAKS SOARING SOCIETY

10/11/2020
Date



David Swain, President