

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

*Made*

BOARD AGENDA # \*B-16

Urgent

Routine

AGENDA DATE June 29, 2010

CEO Concurs with Recommendation YES  NO

(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Permit for Parkland Use with the Radio Control Flyers' Unlimited Club for the Continued Use, Operation, and Maintenance of the Radio Controlled Aircraft Landing Strip and Area of Use at Woodward Reservoir

STAFF RECOMMENDATIONS:

Authorize the Director of Parks and Recreation, or her designee, to enter into and sign a Permit for Parkland Use with the Radio Control Flyers' Unlimited Club for the continued use, operation, and maintenance of the radio controlled aircraft landing strip and specified surrounding area of use at Woodward Reservoir.

FISCAL IMPACT:

If approved, \$793 will be collected for Fiscal Year 2010-2011 from the Radio Flyers' Unlimited Club. In past years, the annual fee collected for use has been \$690 with no adjustment to the fee schedule since September 2004. The Department of Parks and Recreation is proposing to raise the annual fee this year \$103. This increase is based upon the Consumer Price Index (CPI) inflation rate since 2004. The Department will use this method to determine if an increase in the annual fee is appropriate in subsequent years as well.

(Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2010-423

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Permit for Parkland Use with the Radio Control Flyers' Unlimited Club for the Continued Use, Operation, and Maintenance of the Radio Controlled Aircraft Landing Strip and Area of Use at Woodward Reservoir

**FISCAL IMPACT (CONTINUED):**

Additionally, the Department receives over 1,000 volunteer hours annually from the members of the Radio Control Flyers' Unlimited Club to maintain the 61 acres utilized by Club members. This saves the Department an estimated \$14,410 in labor and \$10,800 in materials and supplies costs for a total annual savings of \$25,210.

**DISCUSSION:**

The Radio Control Flyers' Unlimited Club (RCFU) is a chartered club of the Academy of Model Aeronautics which is the United States representative organization for model aviation under the Federation Aeronautique International. Their purpose and objective is to offer leadership and assistance to modelers in the pursuit of their hobby as a recreational activity and to promote safe and enjoyable participation in modeling and flying for its members, other model clubs, guests, and surrounding communities.

In 1990, RCFU presented a request to the Stanislaus County Parks and Recreation Commission to develop, use, maintain, and operate a radio controlled landing strip with approximately 30 acres of surrounding land. On September 28, 1990, RCFU provided a demonstration flight, after which the Commission unanimously agreed to recommend to the Board of Supervisors that a Permit for Parkland Use be granted on a one-year trial basis. Following the trial period, the Board approved the Permit for Parkland Use on February 18, 1992, and later granted five-year extensions in 1993, 1998, and 2004.

In 2003, the Department of Parks and Recreation began planning for the conversion of Woodward Reservoir (Attachment A) to a drinking water facility pursuant to a lease agreement with the South San Joaquin Irrigation District (SSJID). During the planning and deliberation process with SSJID, the permit with RCFU expired. The new agreement went into effect September 1, 2004 and expired on August 31, 2009. The County has extended the permit on a month-to-month basis since August 31, 2009.

The Department has carefully reviewed the future development plans for Woodward Reservoir and does not foresee any significant plan improvements that would impact the area utilized by RCFU that would preclude continued use. Given this, the Department began negotiations with RCFU representatives to develop a new and more comprehensive agreement. During the negotiation period, the Department determined that the area historically used by RCFU is approximately 61 acres, rather than the 30 acres previously approved (Attachment B). This was determined by using a measuring wheel on the perimeter of the area of use and converting this information into acres. The new assessment of the area does not interfere with any significant plan improvements to Woodward Reservoir now or in the near future.

All previous permits, as well as the proposed new permit with RCFU (Attachment C), contain the following section: *Inspection and Maintenance*, which provides that, "The County reserves the right of ingress and egress to inspect, investigate, and survey said premises as deemed necessary by the County, and the right to do any work of any nature for the preservation,

Approval of a Permit for Parkland Use with the Radio Control Flyers' Unlimited Club for the Continued Use, Operation, and Maintenance of the Radio Controlled Aircraft Landing Strip and Area of Use at Woodward Reservoir

maintenance, and operation of the property. Permittee shall be given reasonable notice when such work may become necessary and will adjust his operation in such a manner that the County may proceed expeditiously." In addition, the permit will also contain a clause for *Termination*, which provides that, "This permit may be terminated by the County at any time and for any reason deemed sufficient by the Board of Supervisors of said County, by giving ten days written notice to Permittee of its intention to do so." The proposed new permit would extend the right of RCFU to develop, use, maintain, and operate the landing strip and specified surrounding area until June 30, 2015, with an option to renew for an additional five years.

SSJID has reviewed the proposed permit with RCFU and recommends approval as its continued operation does not pose a threat to the water quality at Woodward Reservoir.

**POLICY ISSUE:**

The Board of Supervisors should determine if entering into a Permit for Parkland Use with the Radio Controlled Flyers' Unlimited Club for the continued use, operation, and maintenance of the radio controlled landing strip and area of use at Woodward Reservoir is consistent with the Board's priorities of Effective Partnerships.

**STAFFING IMPACT:**

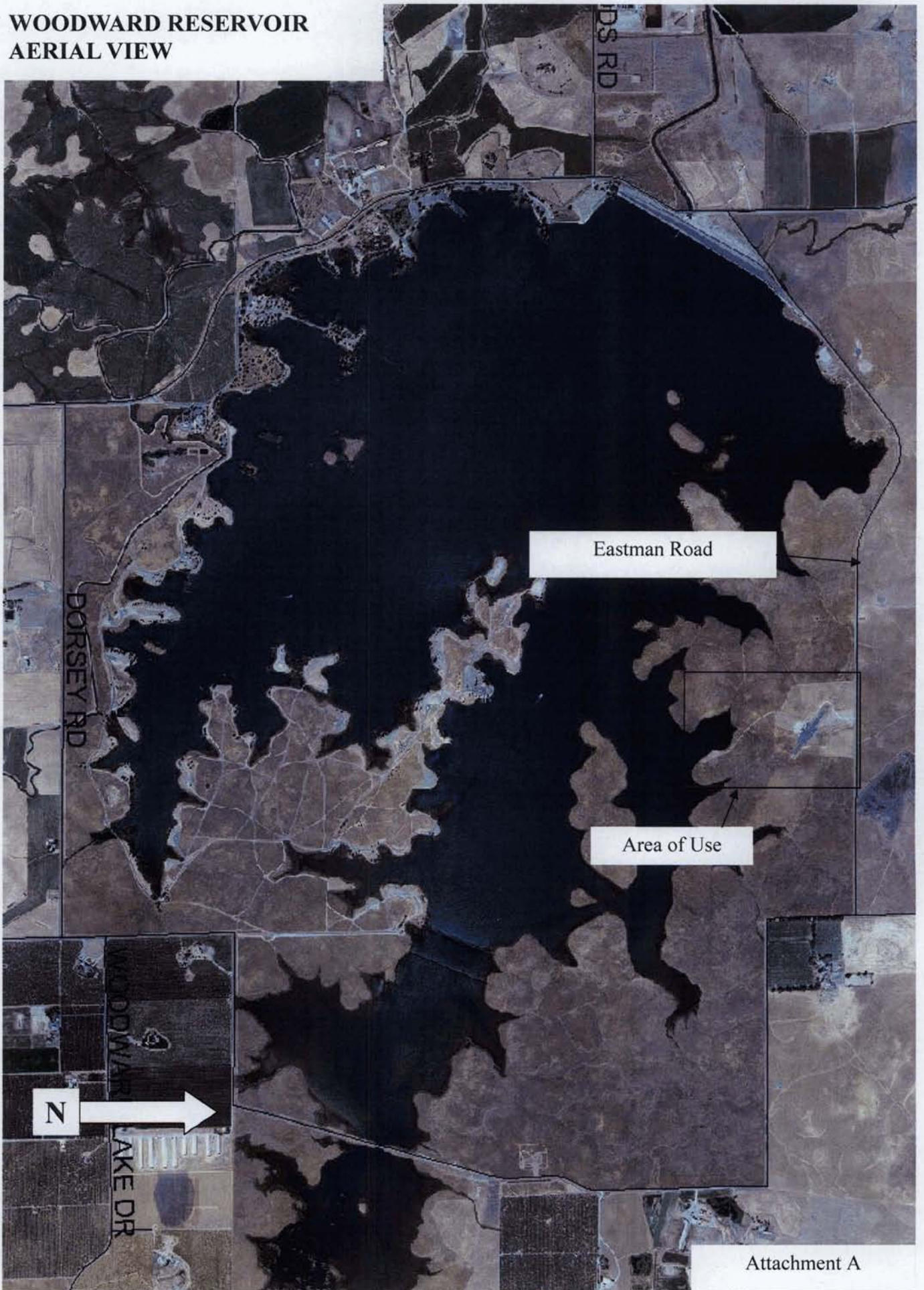
There are no staffing impacts associated with this item.

**CONTACT PERSON:**

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: (209) 525-6770

**WOODWARD RESERVOIR  
AERIAL VIEW**



DORSEY RD

DORSEY RD

Eastman Road

Area of Use

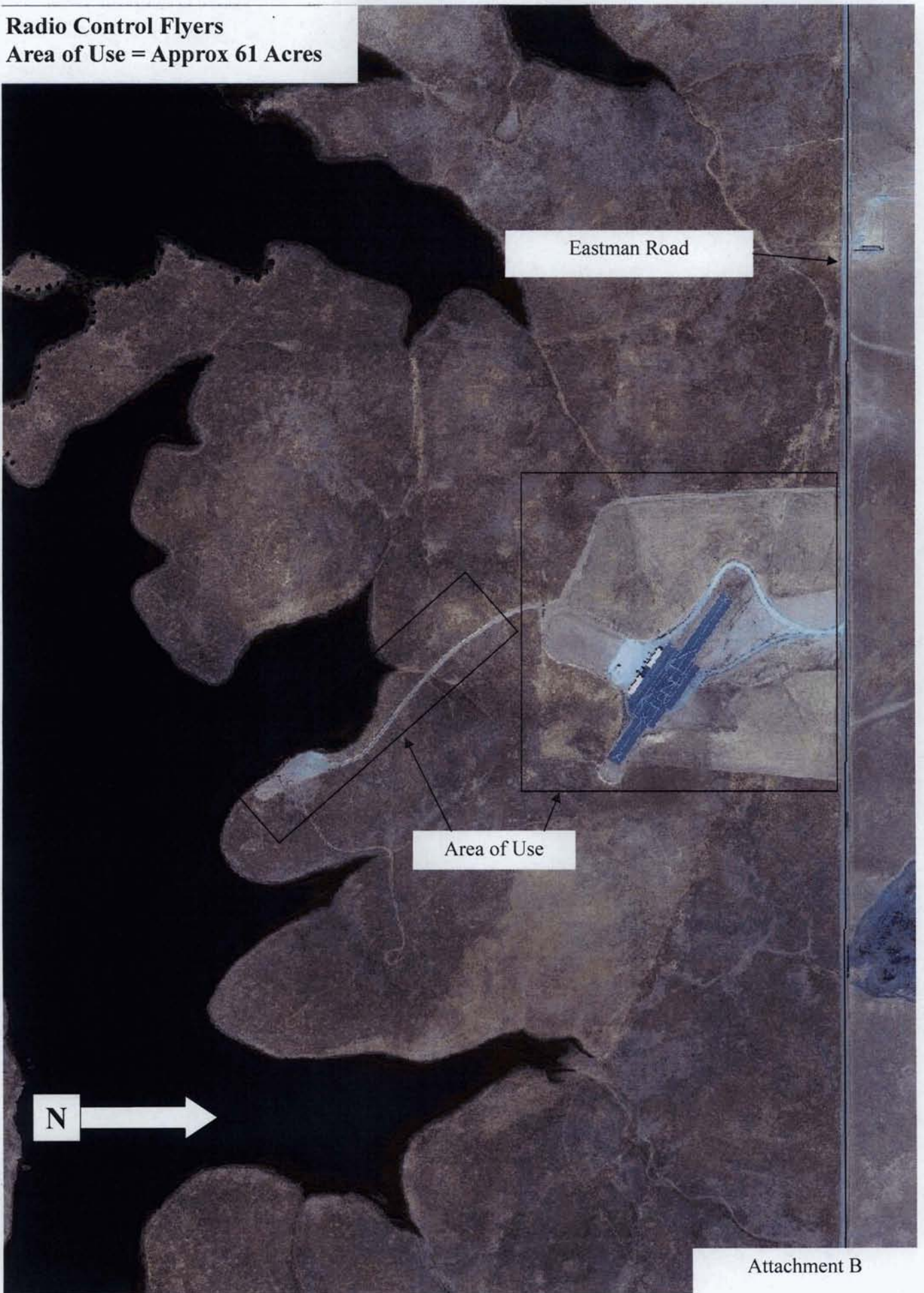
N

WOODWARD  
LAKE DR

Attachment A



**Radio Control Flyers**  
**Area of Use = Approx 61 Acres**





DEPARTMENT OF PARKS AND RECREATION  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6770  
Fax: (209) 525-6773

### PERMIT TO USE PARK LAND

The County of Stanislaus, a political subdivision of the State of California, hereinafter called the "County", hereby gives permission to Radio Control Flyers Unlimited, Inc., hereinafter called "Permittee," to use the following described County property for such purposes and upon such terms and conditions as are herein provided.

#### Witnesseth:

In consideration of the mutual covenants, conditions, promises and agreements herein contained, the County and Permittee hereby mutually covenant and agree as follows:

1. **Grant and Description of Premises.** The County, for and in consideration of the agreement hereinafter stated, grants to Permittee the exclusive right and privilege to use approximately 61 acres of the 489.47 acres (APN 002-002-011) of land at Woodward Reservoir, which site or premises is more fully designated on Attachment A, attached hereto and by this reference made a part hereof.

No Permittee rights expressed or implied, other than those expressly given in this permit, are granted, and any other rights are hereby denied Permittee under this permit. It is understood that the privileges granted herein are exclusive, but the County reserves the right to grant other similar or identical permits in other locations within Stanislaus County.

2. **Term.** The term of the permit shall be for a period of five (5) years and shall commence at 12:01 a.m. on July 1, 2010, and terminate at 11:59 p.m. on June 30, 2015. At the expiration or termination of this permit as herein provided, Permittee shall, within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject to the provisions of Paragraph 10 of this permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair.
3. **Option to Renew.** This Agreement may be renewed at the option of the County for a period of five (5) years from the expiration of the original term and on the same terms and conditions. Such option is to be exercised in writing at least one (1) month prior to the termination of the existing Agreement period. Renewal is subject to negotiation and shall be based on the Consumer Price Index - All Urban Consumers (CPI) and current inflation rate for annual payment as of April of each fiscal year.
4. **Complaints.** The Stanislaus County Parks and Recreation shall review all complaints and operational problems, if there are any, and make recommendations to the Board of Supervisors in regard to any future or longer-term use permit. Permittee shall document all complaints, however received, stemming from their use of said the County property and report such complaints to the Stanislaus County Director of Parks and Recreation within seven (7) days of event after each complaint.
5. **Termination.** This permit may be terminated by the County at any time and for any reason deemed sufficient by the Board of Supervisors of said County, by giving ten (10) days' written notice to Permittee of its intention to do so.
6. **Fee.** Permittee shall pay without demand the sum of \$792.12 annually, commencing July 1, 2010 payable by July 15<sup>th</sup> of each year.

Undeveloped camping fees of \$15 per vehicle, per night, shall be collected by the Permittee on behalf of the County and remitted to the County along with payment and the transaction ticket stub and Special Event Accounting Worksheet in Exhibit A, attached hereto and made a part of this Agreement, no later than seven (7) calendar days from the end of the event.

The payment to the County shall be made to the order of:

Stanislaus County  
 3800 Cornucopia Way, Suite C  
 Modesto, CA 95358  
 Attention: Accounting

7. Use of Premises. Permittee hereby agrees to use the premises as follows:

- a. Model aircraft flying field and landing strip, and model boat sailing only.
- b. The model boats shall not be on the water when South San Joaquin Irrigation District shuts down the use of the water in the reservoir.
- c. Permittee shall not use any part of the premises from November 1, 2011 to November 19, 2011.
- d. The shoreline for which Permittee has access to the water (see attached map) shall be accessible at all times to the County for other County authorized activities (i.e. Exclusive Use activities) that require complete access around the water's edge. The County shall have access to a minimum 100-yard access from the shoreline at all times. County shall provide the Permittee a thirty -(30) day notice of exclusive use events or County sponsored events. If agreed upon by both parties, notification may be less than 30 calendar days prior to the event.
- e. Day Use Only, any night time activity shall be authorized by the County prior to the event occurring. Day Use is from 6:00 a.m. until 10:00 p.m.
- f. No overnight camping unless authorized by the County and in conjunction with a special event. All department camping fees are applicable. Undeveloped camping fees are currently \$15.00 per vehicle, per night.
- g. Undeveloped camping fees shall be collected by the Permittee on behalf of Stanislaus County and remitted to the County along with payment and the transaction ticket stub.
- h. The County shall provide Permittee sequentially numbered Iron Ranger tickets to issue to members who are authorized by the County to camp overnight at the facility for overnight permitted flying activities, or special events. The Iron Ranger envelope, shall be returned, by the Permittee, to the Main Entrance Station upon completion of the authorized overnight activities and either given to staff, if the station is manned, or deposited into the Iron Ranger drop box, if the station is un-manned.
- i. Permittee shall provide the County a monthly calendar of events to be given by the 1<sup>st</sup> of each month. The Permittee shall notify the County in writing of any variations in the event calendar at least 30-calendar days prior to the scheduled event or if agreed upon by both parties less than 30 calendar days prior to the event.
- j. Permittee shall provide written reports to the County on a monthly basis. The Report is due to the County by the 15<sup>th</sup> of each month. The following information shall be included in the report:
  - Number of special events
  - Describe the special event and what activities will transpire at the special event
  - Number of participants (youth, adult) per event
  - Name of other organizations entering the facility for demonstration/training/education.
  - Number of members currently in Permittee's organization
  - Detailed activity report including fees collected for any special events during the month
  - Incidents/Accidents/Vandalism/Graffiti
  - Number of vendors sales and type of sale
- k. Club members may sell used derby equipment on the property in conjunction with a special event.
- l. Outside vendors, which are not club members, may sell food and novelties at special events and pay the County a flat fee of \$25 per day plus 10% of the actual gross concession revenues. The flat fee plus 10% of actual gross concession revenues shall be remitted to the County at the above address along with the "Special Event Accounting Worksheet" in Exhibit A, attached hereto and made a part of this Agreement, no later than 7 (seven) calendar days from the end of the event.

If not paid within 7 (seven) working days from the end of the event, Permittee shall be assessed a \$50.00 late fee. After 45 calendar days from the end of the event, an additional five percent (5%) will be assessed on the total remaining balance owed to County. If not paid within 45 calendar days of the end of the event, selling of food and novelties may be subject to prohibited until paid in full. A breakdown of income shall accompany payment of the fees within 7 (seven) working days of the event (see Exhibit A.) Promoter shall remit Fees and/or percentage of gross concession revenues to the remit to address referenced in section 8 of this Agreement.

- m. Vendor Requirements: Permittee is responsible for insuring that all concessions selling or giving away products or services at the event are covered by product liability insurance in the amount of not less than one million dollars (\$1,000,000). All vendors shall meet all local and State license and health requirements, including the possession of any necessary permits.

Permittee shall have the right and duty to manage, operate and maintain the premises and facilities. The Permittee shall work with Parks and Recreation Staff to develop maintenance plan for the area, including

but not limited to mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee expressly agrees at all times during the term of this permit, at its own cost and expense, to maintain such premises and areas adjacent in a clean, safe and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this permit, in force, relating to sanitation or public health, safety or welfare, and Permittee shall at all times faithfully obey and comply with all laws, rules and regulations of Federal, State, and County or other governmental bodies or departments or officers thereof. Permittee shall remedy without delay any defective, dangerous or unsanitary conditions.

8. Responsibility of Permittee. The County may exercise control as needed, directly or indirectly, of the time or manner of flying radio controlled model airplanes and model boat sailing, when the County needs the area for emergencies, special events, programming, exclusive use, etc.

Notwithstanding the above, the Permittee assumes all responsibility for control and safety of any person or persons using premises at Permittee's discretion or with Permittee's permission. Such control shall specifically include all flight operations.

All model aircraft shall be equipped with spark arresters or other fire preventive equipment. Permittee shall also keep proper fire extinguishers available and in good working order during all flights.

9. Title to Improvements. Permittee acknowledges that title to all real property is vested in the County.

10. Personal Property. Title to all personal property provided by Permittee shall remain in Permittee for the duration of this permit. The County shall not be responsible to Permittee for any loss of property from said premises, however occurring, nor the replacement of any equipment, furnishings or property of any kind, whether lost, stolen, broken, burned or otherwise damaged.

11. Construction or Modification of Improvements. Permittee may construct, make improvements or modifications only with the written approval of the Director of Stanislaus County of Parks and Recreation. Additionally, plans and specification for such changes shall be submitted to the County for approval. Permittee agrees to accept said premises in their presently existing condition, "as is," and that the County shall not be obligated to make any alternations, additions or betterments thereto.

12. Ownership of Improvements. Title to improvements on the premises at the commencement of this permit is retained by the County, and this permit is subject to any rights of ownership in the improvements. All improvements constructed on the premises by Permittee as permitted by this permit, shall be owned by Permittee until expiration of the term or earlier termination of this permit. Permittee shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises except as permitted by this permit.

All improvements on the premises at the expiration of the term or earlier termination of this permit, shall, without compensation to Permittee, become County property free and clear of all claims to or against them by Permittee or any third person, and Permittee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph.

13. Maintenance and Use of Improvements. Permittee agrees to maintain any and all facilities on the subject premises in good order and repair, at its own cost and expense, during the entire term of this permit. Permittee shall be responsible for the maintenance of all the shaded portion of the areas as reflected in Attachment "A".

The Club shall coordinate with Park Staff on a monthly basis for assistance with the maintenance of the range as listed, but not limited to the following: mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee shall perform at its own cost and expense required maintenance and repairs and should Permittee fail, neglect or refuse to do so, the County shall have the right to perform such maintenance or repairs for Permittee's account; and Permittee agrees to promptly reimburse the County for the cost thereof, provided, however that the County shall first give Permittee ten (10) days' written notice of its intention to perform such maintenance or repairs for Permittee's account for the purpose of enabling Permittee to proceed with such maintenance or repairs.

Permittee shall, at its sole cost and expense, provide and maintain in good repair at all times necessary boundary fences. Such fences that are now installed, may not be the property of the County and the County does not warrant their availability. Any gate used by Permittee to access the property shall be properly maintained and locked at all times, as not to permit unauthorized uses of the area.

Permittee shall, at all times and its own expense, do all things reasonably necessary to protect the property used by Permittee and does hereby volunteer the services in that behalf.



Permittee shall not grant, with respect to said premises, easement, rights-of-way, licenses or permits.

Permittee shall perform weed abatement of the Premises, including mowing, trimming, painting, and general cleanup.

14. Closure. At any time should an occurrence necessitate the closing of the property, Permittee shall have no recourse by law to the County for losses incurred.
15. Indemnification. Permittee shall indemnify the County from any and all claims, losses, damages or liability arising out of this Contract from any cause what so ever, except the active negligence of the County.
16. Insurance. Permittee shall procure and maintain, at Permittee's expense and for the duration of the Agreement, insurance coverage provided by a California admitted insurer licensed to transact business in California as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or omission to perform any term or condition of this agreement by the Permittee or the Permittee's agents, representatives, employees or subcontractors, as follows:

- a. Minimum Scope of Insurance - Insurance Coverage shall be at least as broad as:
  - i. General Liability: One Million Dollars (\$1, 000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Permittee under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - ii. Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000.00) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000.00) per accident.
- b. Deductibles, Self-Insured Retentions, Named Insureds – Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or Permittee shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Other Insurance Provisions – The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. General Liability and Automobile Liability Coverage
    1. Permittee shall provide a specific endorsement naming the County and the County's officers, officials, employees and volunteers as additional insureds regarding liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Permittee, including the insured's general supervision of Permittee, services, products and completed operations of Permittee, premises owned, occupied or used by Permittee, and automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the County or the County's officers, officials, employees or volunteers.
    2. Permittee's insurance coverage shall be primary insurance regarding the County and the County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or the County's officers, officials, employees or volunteers shall be in excess of Permittee's insurance and shall not contribute with Permittee's insurance.
    3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or the County's officers, officials, employees or volunteers.
    4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - ii. Workers Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the County and the County's officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Contractor.

- iii. All Coverage – Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
  - d. Acceptability of Insurers – Insurance is to be placed with California admitted Insurers with the Best's rating of no less than A-VIII.
  - e. Verification of Coverage – Prior to performing any term or condition of this Agreement, contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the County's sole and absolute discretion, approved by the County before Permittee performs any term or condition of this Agreement. The County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
  - f. Insurance Limits Do Not Limit Permittee Liability – The limits of insurance described herein shall not limit the liability of Permittee and Permittee's agents, representatives, employees or subcontractors. Copies of these policies and certificates evidencing the same shall be filed with the Department of Parks and Recreation. The filing of all insurance policies and certificates required by this paragraph is a condition precedent to this permit becoming effective.
17. Taxes. Permittee agrees to pay all lawful taxes, assessments (including a \$.20 per acre assessment payable to the Oakdale Fire Protection District), or charges which, at any time, may be levied by the State, County, City or any tax assessment or assessment levying body upon any interest in this permit of any possessory right which Permittee may have in or to the premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, pictures, appliances, equipment and property owned by it in or about said premises. Permittee shall and does hereby assume responsibility for payment of any and all licenses applicable to its operation on said premises.
18. Inspection of Premises. Permittee agrees that the County, acting through its authorized agents and employees, shall have the right to enter upon the premises at any reasonable time to inspect them. Permittee shall provide the County with lock combination so County may access the premises as needed to perform the inspections
19. Inspection and Maintenance. The County reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the County, and the right to do any and all work of any nature for the preservation, of maintenance and operation of the property. Permittee shall be given reasonable notice when such work may become necessary and will adjust his operation in such a manner that the County may proceed expeditiously. The County or other governmental agencies shall perform bi-annual inspections of the premises to ensure the safety of the property.
20. Permit Notice. Any notices herein provided to be given, or which may be given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

Permittee: Radio Control Flyers Unlimited, Inc.  
c/o Ms. Tammi Miller  
1422 Oakwood Drive  
Modesto, CA 95350

County: Stanislaus County  
Department of Parks and Recreation  
3800 Cornucopia Way, Suite C  
Modesto, CA 95354

The address to which the notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, as therein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

21. Interpretation of Permit. This permit is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

22. Waiver of Permit Terms. No waiver by the County at any time of any of the terms, conditions or covenants of this permit shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the premises or to exercise any right, power or privilege or option arising from any default nor any subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or is construed as a waiver of such default or a relinquishment of any right or any acquiescence therein. No option, right, power, remedy or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options and remedies give to the County by this permit shall be deemed cumulative.
23. Assignments and Subleases. Except as expressly provided elsewhere in this permit, no transfer or assignment by Permittee of this permit or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or persons, entity or entities whatsoever, shall be made unless such transfer or assignment if first approved in writing by the County.
24. Waiver of Claims. Permittee hereby waives any claims against the County, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly, attacking the validity of this permit, or any part thereof or by any judgment or award in any suit or proceeding declaring this permit null, void or voidable, or delaying the same or any part thereof from being carried out.
25. Actions. In the event of any action or suit upon this permit, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs, disbursements and expenses, including administrative expenses.
26. Right of Entry as Agent. In any case in which provision is made herein for the termination of this permit by the County, or in the case of abandonment or vacating of the premises by Permittee, the County, in lieu of declaring a forfeiture, may enter upon the premises. To such end, Permittee hereby irrevocably appoints the County and its agent to remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Permittee. Permittee agrees to save the County harmless from any loss or damage or claim arising out of the action of the County in pursuance of this paragraph.
27. Eminent Domain. If, during the term of this permit, any property described herein or hereafter added hereto is taken in eminent domain, the entire award shall be paid to the County.
28. Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in, or on said premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said premises, other than is authorized by this permit, and no machinery or apparatus shall be used or operated on said premises which will in any way injure said premises or structures; provided that nothing contained in this paragraph shall preclude Permittee from bringing, keeping or using on or about said premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business. Gasoline and oils shall be stored, handled and dispensed as required by present or future regulations and laws.
29. Paragraph Titles. The paragraph titles in this permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this permit or in any way effect this permit.
30. Permit in Counterparts. This permit is executed in counterparts, each of which shall be deemed an original.
31. Permit Documents. The complete permit between the parties hereto shall consist of the identified documents; this permit entitled "Permit to Use Park Land" and Exhibit "A" thereto.
32. Utilities and Services. Permittee shall be responsible for the payment of all utility charges pertaining to its operation.
33. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of this permit is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.
34. Waste. Permittee agrees not to commit any waste, nuisance or unlawful act upon the demised premises. Permittee shall, at all times, exercise due diligence in the protection of the premises against damage or destruction by fire or other causes.
35. Cooperation. Permittee shall work with other groups, organizations, or other government agencies as determined by applicable codes, laws, regulations or at the County's request to ensure a safe environment.

(signatures on the next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF STANISLAUS INC.  
Department of Parks and Recreation

RADIO CONTROL FLYERS UNLIMITED,

By: \_\_\_\_\_  
Sonya K. Harrigfeld  
Director

By: \_\_\_\_\_  
Title: *club official*

Date: \_\_\_\_\_

Date: *6/17/10*

"County"

"Permittee"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By: \_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

Date: \_\_\_\_\_



**EXHIBIT A  
SPECIAL EVENT ACCOUNTABILITY WORKSHEET**

<b>Promoter/Club Name:</b>	<b>Date of Event:</b>

**Vendor Use Fee:**

Number of Days	Fee Per Day	Extended Total
<b>Total Fee Due to County</b>		

**Camping Fee: (Attach transaction ticket stub and payment)**

Date	Number of Vehicles	Fee Per Vehicle	Extended Total
	<b>Total Fee Due to County</b>		

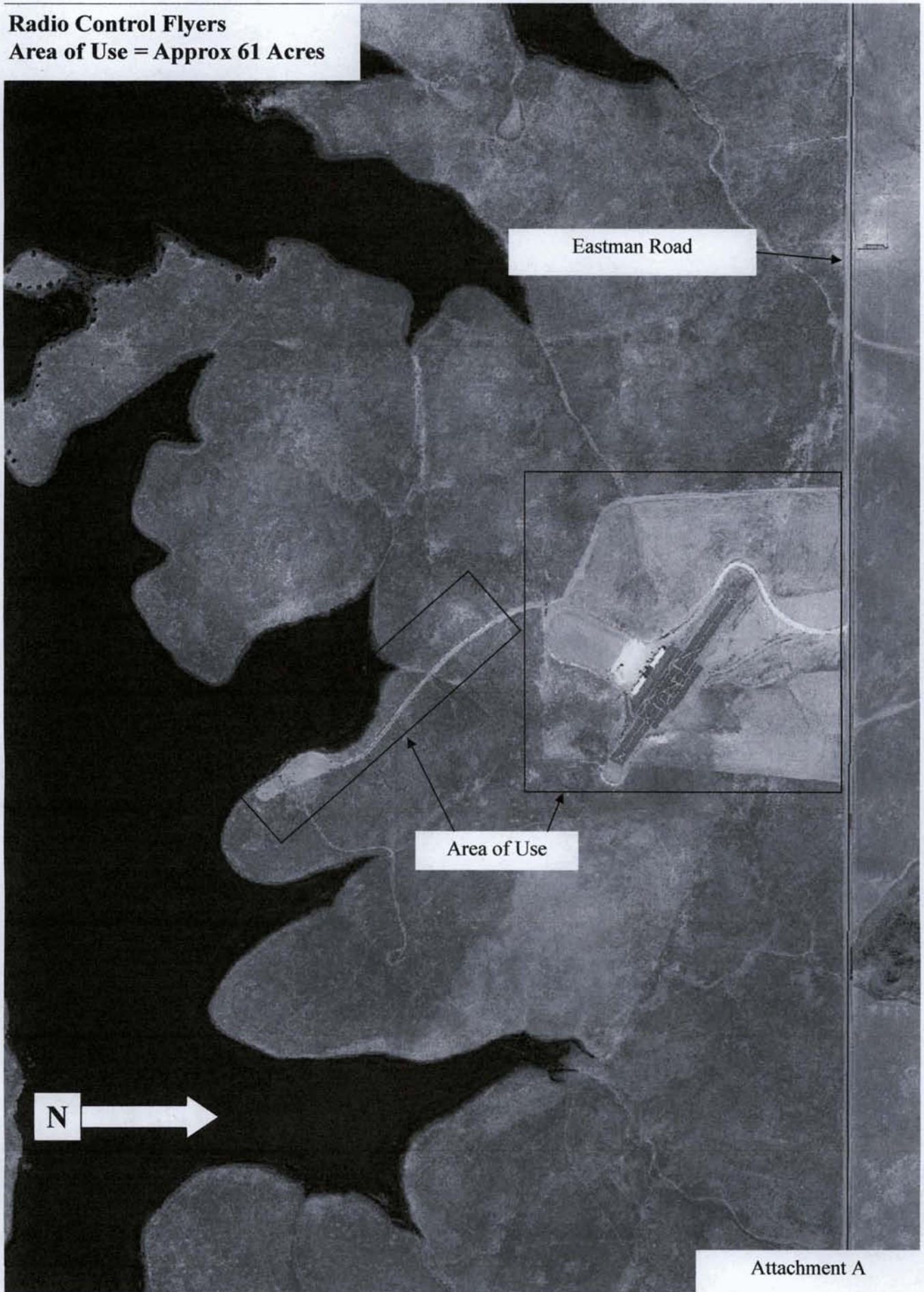
**Concession Revenue : (Attach copies of all invoices and receipts of concession activity with the County 10% share.)**

<b>Total Revenue</b>	<b>10% Due to County</b>

**Summary:**

Description	Amount Due to County
Vendor Fee Total	
Camping Fee Total	
10% of Concession Revenue due County	
<b>TOTAL DUE TO COUNTY</b>	

**Radio Control Flyers**  
**Area of Use = Approx 61 Acres**



Eastman Road

Area of Use

N

Attachment A



**DEPARTMENT OF PARKS AND RECREATION**  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6770  
Fax: (209) 525-6773

### PERMIT TO USE PARK LAND

The County of Stanislaus, a political subdivision of the State of California, hereinafter called the "County", hereby gives permission to Radio Control Flyers Unlimited, Inc., hereinafter called "Permittee," to use the following described County property for such purposes and upon such terms and conditions as are herein provided.

Witnesseth:

In consideration of the mutual covenants, conditions, promises and agreements herein contained, the County and Permittee hereby mutually covenant and agree as follows:

1. Grant and Description of Premises. The County, for and in consideration of the agreement hereinafter stated, grants to Permittee the exclusive right and privilege to use approximately 61 acres of the 489.47 acres (APN 002-002-011) of land at Woodward Reservoir, which site or premises is more fully designated on **Attachment A**, attached hereto and by this reference made a part hereof.

No Permittee rights expressed or implied, other than those expressly given in this permit, are granted, and any other rights are hereby denied Permittee under this permit. It is understood that the privileges granted herein are exclusive, but the County reserves the right to grant other similar or identical permits in other locations within Stanislaus County.

2. Term. The term of the permit shall be for a period of five (5) years and shall commence at 12:01 a.m. on July 1, 2010, and terminate at 11:59 p.m. on June 30, 2015. At the expiration or termination of this permit as herein provided, Permittee shall, within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject to the provisions of Paragraph 10 of this permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair.
3. Option to Renew. This Agreement may be renewed at the option of the County for a period of five (5) years from the expiration of the original term and on the same terms and conditions. Such option is to be exercised in writing at least one (1) month prior to the termination of the existing Agreement period. Renewal is subject to negotiation and shall be based on the Consumer Price Index – All Urban Consumers (CPI) and current inflation rate for annual payment as of April of each fiscal year.
4. Complaints. The Stanislaus County Parks and Recreation shall review all complaints and operational problems, if there are any, and make recommendations to the Board of Supervisors in regard to any future or longer-term use permit. Permittee shall document all complaints, however received, stemming from their use of said the County property and report such complaints to the Stanislaus County Director of Parks and Recreation within seven (7) days of event after each complaint.
5. Termination. This permit may be terminated by the County at any time and for any reason deemed sufficient by the Board of Supervisors of said County, by giving ten (10) days' written notice to Permittee of its intention to do so.
6. Fee. Permittee shall pay without demand the sum of \$792.12 annually, commencing July 1, 2010 payable by July 15<sup>th</sup> of each year.

Undeveloped camping fees of \$15 per vehicle, per night, shall be collected by the Permittee on behalf of the County and remitted to the County along with payment and the transaction ticket stub and Special Event Accounting Worksheet in Exhibit A, attached hereto and made a part of this Agreement, no later than seven (7) calendar days from the end of the event.

The payment to the County shall be made to the order of:

Stanislaus County  
 3800 Cornucopia Way, Suite C  
 Modesto, CA 95358  
 Attention: Accounting

7. Use of Premises. Permittee hereby agrees to use the premises as follows:

- a. Model aircraft flying field and landing strip, and model boat sailing only.
- b. The model boats shall not be on the water when South San Joaquin Irrigation District shuts down the use of the water in the reservoir.
- c. Permittee shall not use any part of the premises from November 1, 2011 to November 19, 2011.
- d. The shoreline for which Permittee has access to the water (see attached map) shall be accessible at all times to the County for other County authorized activities (i.e. Exclusive Use activities) that require complete access around the water's edge. The County shall have access to a minimum 100-yard access from the shoreline at all times. County shall provide the Permittee a thirty -(30) day notice of exclusive use events or County sponsored events. If agreed upon by both parties, notification may be less than 30 calendar days prior to the event.
- e. Day Use Only, any night time activity shall be authorized by the County prior to the event occurring. Day Use is from 6:00 a.m. until 10:00 p.m.
- f. No overnight camping unless authorized by the County and in conjunction with a special event. All department camping fees are applicable. Undeveloped camping fees are currently \$15.00 per vehicle, per night.
- g. Undeveloped camping fees shall be collected by the Permittee on behalf of Stanislaus County and remitted to the County along with payment and the transaction ticket stub.
- h. The County shall provide Permittee sequentially numbered Iron Ranger tickets to issue to members who are authorized by the County to camp overnight at the facility for overnight permitted flying activities, or special events. The Iron Ranger envelope, shall be returned, by the Permittee, to the Main Entrance Station upon completion of the authorized overnight activities and either given to staff, if the station is manned, or deposited into the Iron Ranger drop box, if the station is un-manned.
- i. Permittee shall provide the County a monthly calendar of events to be given by the 1<sup>st</sup> of each month. The Permittee shall notify the County in writing of any variations in the event calendar at least 30-calendar days prior to the scheduled event or if agreed upon by both parties less than 30 calendar days prior to the event.
- j. Permittee shall provide written reports to the County on a monthly basis. The Report is due to the County by the 15<sup>th</sup> of each month. The following information shall be included in the report:
  - Number of special events
  - Describe the special event and what activities will transpire at the special event
  - Number of participants (youth, adult) per event
  - Name of other organizations entering the facility for demonstration/training/education.
  - Number of members currently in Permittee's organization
  - Detailed activity report including fees collected for any special events during the month
  - Incidents/Accidents/Vandalism/Graffiti
  - Number of vendors sales and type of sale
- k. Club members may sell used derby equipment on the property in conjunction with a special event.
- l. Outside vendors, which are not club members, may sell food and novelties at special events and pay the County a flat fee of \$25 per day plus 10% of the actual gross concession revenues. The flat fee plus 10% of actual gross concession revenues shall be remitted to the County at the above address along with the "Special Event Accounting Worksheet" in **Exhibit A**, attached hereto and made a part of this Agreement, no later than 7 (seven) calendar days from the end of the event.
 

If not paid within 7 (seven) working days from the end of the event, Permittee shall be assessed a \$50.00 late fee. After 45 calendar days from the end of the event, an additional five percent (5%) will be assessed on the total remaining balance owed to County. If not paid within 45 calendar days of the end of the event, selling of food and novelties may be subject to prohibited until paid in full. A breakdown of income shall accompany payment of the fees within 7 (seven) working days of the event (see Exhibit A.) Promoter shall remit Fees and/or percentage of gross concession revenues to the remit to address referenced in section 8 of this Agreement.
- m. Vendor Requirements: Permittee is responsible for insuring that all concessions selling or giving away products or services at the event are covered by product liability insurance in the amount of not less than one million dollars (\$1,000,000). All vendors shall meet all local and State license and health requirements, including the possession of any necessary permits.

Permittee shall have the right and duty to manage, operate and maintain the premises and facilities. The Permittee shall work with Parks and Recreation Staff to develop maintenance plan for the area, including



but not limited to mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee expressly agrees at all times during the term of this permit, at its own cost and expense, to maintain such premises and areas adjacent in a clean, safe and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this permit, in force, relating to sanitation or public health, safety or welfare, and Permittee shall at all times faithfully obey and comply with all laws, rules and regulations of Federal, State, and County or other governmental bodies or departments or officers thereof. Permittee shall remedy without delay any defective, dangerous or unsanitary conditions.

8. Responsibility of Permittee. The County may exercise control as needed, directly or indirectly, of the time or manner of flying radio controlled model airplanes and model boat sailing, when the County needs the area for emergencies, special events, programming, exclusive use, etc.

Notwithstanding the above, the Permittee assumes all responsibility for control and safety of any person or persons using premises at Permittee's discretion or with Permittee's permission. Such control shall specifically include all flight operations.

All model aircraft shall be equipped with spark arresters or other fire preventive equipment. Permittee shall also keep proper fire extinguishers available and in good working order during all flights.

9. Title to Improvements. Permittee acknowledges that title to all real property is vested in the County.
10. Personal Property. Title to all personal property provided by Permittee shall remain in Permittee for the duration of this permit. The County shall not be responsible to Permittee for any loss of property from said premises, however occurring, nor the replacement of any equipment, furnishings or property of any kind, whether lost, stolen, broken, burned or otherwise damaged.
11. Construction or Modification of Improvements. Permittee may construct, make improvements or modifications only with the written approval of the Director of Stanislaus County of Parks and Recreation. Additionally, plans and specification for such changes shall be submitted to the County for approval. Permittee agrees to accept said premises in their presently existing condition, "as is," and that the County shall not be obligated to make any alternations, additions or betterments thereto.
12. Ownership of Improvements. Title to improvements on the premises at the commencement of this permit is retained by the County, and this permit is subject to any rights of ownership in the improvements. All improvements constructed on the premises by Permittee as permitted by this permit, shall be owned by Permittee until expiration of the term or earlier termination of this permit. Permittee shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises except as permitted by this permit.

All improvements on the premises at the expiration of the term or earlier termination of this permit, shall, without compensation to Permittee, become County property free and clear of all claims to or against them by Permittee or any third person, and Permittee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph.

13. Maintenance and Use of Improvements. Permittee agrees to maintain any and all facilities on the subject premises in good order and repair, at its own cost and expense, during the entire term of this permit. Permittee shall be responsible for the maintenance of all the shaded portion of the areas as reflected in Attachment "A".

The Club shall coordinate with Park Staff on a monthly basis for assistance with the maintenance of the range as listed, but not limited to the following: mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee shall perform at its own cost and expense required maintenance and repairs and should Permittee fail, neglect or refuse to do so, the County shall have the right to perform such maintenance or repairs for Permittee's account; and Permittee agrees to promptly reimburse the County for the cost thereof, provided, however that the County shall first give Permittee ten (10) days' written notice of its intention to perform such maintenance or repairs for Permittee's account for the purpose of enabling Permittee to proceed with such maintenance or repairs.

Permittee shall, at its sole cost and expense, provide and maintain in good repair at all times necessary boundary fences. Such fences that are now installed, may not be the property of the County and the County does not warrant their availability. Any gate used by Permittee to access the property shall be properly maintained and locked at all times, as not to permit unauthorized uses of the area.

Permittee shall, at all times and its own expense, do all things reasonably necessary to protect the property used by Permittee and does hereby volunteer the services in that behalf.

Permittee shall not grant, with respect to said premises, easement, rights-of-way, licenses or permits.

Permittee shall perform weed abatement of the Premises, including mowing, trimming, painting, and general cleanup.

14. Closure. At any time should an occurrence necessitate the closing of the property, Permittee shall have no recourse by law to the County for losses incurred.
15. Indemnification. Permittee shall indemnify the County from any and all claims, losses, damages or liability arising out of this Contract from any cause what so ever, except the active negligence of the County.
16. Insurance. Permittee shall procure and maintain, at Permittee's expense and for the duration of the Agreement, insurance coverage provided by a California admitted insurer licensed to transact business in California as hereinafter provided, including insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or omission to perform any term or condition of this agreement by the Permittee or the Permittee's agents, representatives, employees or subcontractors, as follows:
  - a. Minimum Scope of Insurance - Insurance Coverage shall be at least as broad as:
    - i. General Liability: One Million Dollars (\$1, 000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Permittee under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
    - ii. Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000.00) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000.00) per accident.
  - b. Deductibles, Self-Insured Retentions, Named Insureds – Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or Permittee shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.
  - c. Other Insurance Provisions – The insurance policies are to contain, or be endorsed to contain, the following provisions:
    - i. General Liability and Automobile Liability Coverage
      1. Permittee shall provide a specific endorsement naming the County and the County's officers, officials, employees and volunteers as additional insureds regarding liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of Permittee, including the insured's general supervision of Permittee, services, products and completed operations of Permittee, premises owned, occupied or used by Permittee, and automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of protection afforded to the County or the County's officers, officials, employees or volunteers.
      2. Permittee's insurance coverage shall be primary insurance regarding the County and the County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or the County's officers, officials, employees or volunteers shall be in excess of Permittee's insurance and shall not contribute with Permittee's insurance.
      3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or the County's officers, officials, employees or volunteers.
      4. The Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - ii. Workers Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the County and the County's officers, officials, employees and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Contractor.

- iii. All Coverage – Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
  - d. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with the Best's rating of no less than A-:VIII.
  - e. Verification of Coverage – Prior to performing any term or condition of this Agreement, contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in the County's sole and absolute discretion, approved by the County before Permittee performs any term or condition of this Agreement. The County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
  - f. Insurance Limits Do Not Limit Permittee Liability – The limits of insurance described herein shall not limit the liability of Permittee and Permittee's agents, representatives, employees or subcontractors. Copies of these policies and certificates evidencing the same shall be filed with the Department of Parks and Recreation. The filing of all insurance policies and certificates required by this paragraph is a condition precedent to this permit becoming effective.
17. Taxes. Permittee agrees to pay all lawful taxes, assessments (including a \$.20 per acre assessment payable to the Oakdale Fire Protection District), or charges which, at any time, may be levied by the State, County, City or any tax assessment or assessment levying body upon any interest in this permit of any possessory right which Permittee may have in or to the premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, pictures, appliances, equipment and property owned by it in or about said premises. Permittee shall and does hereby assume responsibility for payment of any and all licenses applicable to its operation on said premises.
18. Inspection of Premises. Permittee agrees that the County, acting through its authorized agents and employees, shall have the right to enter upon the premises at any reasonable time to inspect them. Permittee shall provide the County with lock combination so County may access the premises as needed to perform the inspections
19. Inspection and Maintenance. The County reserves the right of ingress and egress to inspect, investigate and survey said premises as deemed necessary by the County, and the right to do any and all work of any nature for the preservation, of maintenance and operation of the property. Permittee shall be given reasonable notice when such work may become necessary and will adjust his operation in such a manner that the County may proceed expeditiously. The County or other governmental agencies shall perform bi-annual inspections of the premises to ensure the safety of the property.
20. Permit Notice. Any notices herein provided to be given, or which may be given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:
- |            |  |
|------------|--|
| Permittee: | Radio Control Flyers Unlimited, Inc.<br>c/o Ms. Tammi Miller<br>1422 Oakwood Drive<br>Modesto, CA 95350      |
| County:    | Stanislaus County<br>Department of Parks and Recreation<br>3800 Cornucopia Way, Suite C<br>Modesto, CA 95354 |
- The address to which the notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, as therein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.
21. Interpretation of Permit. This permit is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

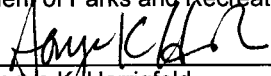
22. Waiver of Permit Terms. No waiver by the County at any time of any of the terms, conditions or covenants of this permit shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the premises or to exercise any right, power or privilege or option arising from any default nor any subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or is construed as a waiver of such default or a relinquishment of any right or any acquiescence therein. No option, right, power, remedy or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instance. The rights, powers, options and remedies give to the County by this permit shall be deemed cumulative.
23. Assignments and Subleases. Except as expressly provided elsewhere in this permit, no transfer or assignment by Permittee of this permit or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or persons, entity or entities whatsoever, shall be made unless such transfer or assignment is first approved in writing by the County.
24. Waiver of Claims. Permittee hereby waives any claims against the County, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly, attacking the validity of this permit, or any part thereof or by any judgment or award in any suit or proceeding declaring this permit null, void or voidable, or delaying the same or any part thereof from being carried out.
25. Actions. In the event of any action or suit upon this permit, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs, disbursements and expenses, including administrative expenses.
26. Right of Entry as Agent. In any case in which provision is made herein for the termination of this permit by the County, or in the case of abandonment or vacating of the premises by Permittee, the County, in lieu of declaring a forfeiture, may enter upon the premises. To such end, Permittee hereby irrevocably appoints the County and its agent to remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Permittee. Permittee agrees to save the County harmless from any loss or damage or claim arising out of the action of the County in pursuance of this paragraph.
27. Eminent Domain. If, during the term of this permit, any property described herein or hereafter added hereto is taken in eminent domain, the entire award shall be paid to the County.
28. Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in, or on said premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein on thereon, and nothing shall be done on said premises, other than is authorized by this permit, and no machinery or apparatus shall be used or operated on said premises which will in any way injure said premises or structures; provided that nothing contained in this paragraph shall preclude Permittee from bringing, keeping or using on or about said premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business. Gasoline and oils shall be stored, handled and dispensed as required by present or future regulations and laws.
29. Paragraph Titles. The paragraph titles in this permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this permit or in any way effect this permit.
30. Permit in Counterparts. This permit is executed in counterparts, each of which shall be deemed an original.
31. Permit Documents. The complete permit between the parties hereto shall consist of the identified documents; this permit entitled "Permit to Use Park Land" and Exhibit "A" thereto.
32. Utilities and Services. Permittee shall be responsible for the payment of all utility charges pertaining to its operation.
33. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of this permit is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.
34. Waste. Permittee agrees not to commit any waste, nuisance or unlawful act upon the demised premises. Permittee shall, at all times, exercise due diligence in the protection of the premises against damage or destruction by fire or other causes.
35. Cooperation. Permittee shall work with other groups, organizations, or other government agencies as determined by applicable codes, laws, regulations or at the County's request to ensure a safe environment.

(signatures on the next page)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

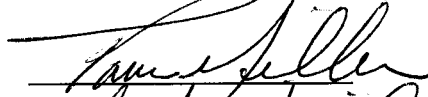
**COUNTY OF STANISLAUS INC.**  
Department of Parks and Recreation

By:   
Sonya K. Harrigfeld  
Director

Date: 6/30/16

"County"

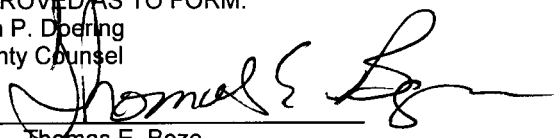
**RADIO CONTROL FLYERS UNLIMITED,**

By:   
Title: Club official

Date: 6/17/16

"Permittee"

APPROVED AS TO FORM:  
John P. Dearing  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

Date: \_\_\_\_\_

**EXHIBIT A  
SPECIAL EVENT ACCOUNTABILITY WORKSHEET**

**Promoter/Club Name:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**Vendor Use Fee:**

Number of Days	Fee Per Day	Extended Total
<b>Total Fee Due to County</b>		

**Camping Fee:** (Attach transaction ticket stub and payment)

Date	Number of Vehicles	Fee Per Vehicle	Extended Total
	<b>Total Fee Due to County</b>		

**Concession Revenue :** (Attach copies of all invoices and receipts of concession activity with the County 10% share.)

<b>Total Revenue</b>	<b>10% Due to County</b>

**Summary:**

Description	Amount Due to County
Vendor Fee Total	
Camping Fee Total	
10% of Concession Revenue due County	
<b>TOTAL DUE TO COUNTY</b>	

**Radio Control Flyers**  
**Area of Use = Approx 61 Acres**





**DEPARTMENT OF PARKS AND RECREATION**  
3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Phone: (209) 525-6770  
Fax: (209) 525-6773

**AMENDMENT NO. 1**  
**TO**  
**PERMIT TO USE PARK LAND**

This Amendment Number 1 to the Permit to Use Park Land ("Amendment No. 1") by and between the County of Stanislaus ("County") and Radio Control Flyers Unlimited, Inc., ("Permittee") is made and entered into on April 21, 2015.

Whereas, the County and Permittee entered into a Permit to Use Park Land dated June 29, 2010; and

Whereas, the initial term of the Permit commenced on 12:01 a.m., July 1, 2010 and terminates at 11:59 p.m., on June 30, 2015; and

Whereas, Section 3 – Option to Renew of the Permit provides the County with an option to renew for a period of five years from the expiration of the original term; and

Whereas, the County has a desire to renew the Permit with the Permittee for an additional five years; and

Whereas, Section 3 – Option to Renew provides that renewal fee is subject to negotiation based on current inflation rate, and

Whereas, the County has a desire to increase the annual fee in Section 6 by \$31.38 to adjust to the current inflation rate; and

Whereas, this amendment is for the mutual benefit of County and Permittee;

Now, therefore, the County and Permittee agree as follows:

1. Section 2 of the Permit is amended to read as follows:

**"TERM:** The initial term of this Permit shall be for the period of five (5) years and shall commence at 12:01 a.m. on July 1, 2010, and terminate at 11:59 p.m. on June 30, 2015. An extended term of the Permit shall be for a period commencing on July 1, 2015, at 12:01 a.m. and terminating on June, 30, 2020, at 11:59 p.m. At the expiration or termination of this Permit as herein provided, Permittee shall within thirty (30) days thereafter, remove from said premises, or otherwise dispose of in a manner satisfactory to the County, all personal property belonging to Permittee located on said premises subject to the provisions of Paragraph 10 of this Permit. Should Permittee fail to remove or dispose of its property as herein provided, the County may, at its election, consider such property abandoned or may dispose of the same at Permittee's expense. Also, at the expiration or termination of this Permit, Permittee shall quit and surrender the said premises, including real property improvements, in a good state of repair."

2. Section 6 of this Permit is amended to read as follows:

**"Fee:** In the initial term of this Permit, Permittee shall pay without demand the sum of \$792.12 annually, commencing July 1, 2010, at 12:01 a.m. payable by July 15<sup>th</sup> of each year. In the extended term

of this Permit, Permittee shall pay without demand the sum of \$823.50 annually, commencing July 1, 2015, at 12:01 a.m. payable by July 15<sup>th</sup> of each year.

Per vehicle, per night Camping fees listed in the County's current Fee Schedule shall be collected by the Permittee on behalf of the County and remitted to the County along with the payment, the transaction ticket stub and the Special Event Accounting Worksheet (Exhibit A), attached hereto and made a part of this Permit, no later than seven (7) calendar days from the end of the event.

The payment to the County shall be made to the order of:

Stanislaus County  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Attention: Accounting"

3. Section 7 is amended to read as follows:

"Use of Premises. Permittee hereby agrees to use the premises as follows:

- a. Model aircraft flying field and landing strip, and model boat sailing only.
- b. All flyers of remote control model aircraft, float planes and boats shall adhere to the South San Joaquin Irrigation Districts restrictions when they restrict the use of the water to a "NO BODY TO WATER CONTACT" order.
- c. No fly day and no club entry when the County holds the Fireworks celebration event.
- d. The shoreline for which Permittee has access to the water (see attached map) shall be accessible at all times to the County for other County authorized activities (i.e. Exclusive Use activities) that require complete access around the water's edge. The County shall have a minimum of 100-yard access from the shoreline at all times. County shall provide the Permittee a 30 calendar day notice of exclusive use events or County sponsored events. If agreed upon by both parties, notification may be less than 30 calendar days prior to the event.
- e. Day Use Only, any night time activity shall be authorized by the County prior to the event occurring. Day Use is from 6:00 a.m. until 10:00 p.m.
- f. No overnight camping unless authorized by the County and in conjunction with a special event. All department camping fees are applicable. Camping fees per vehicle and per night shall be paid as listed in the County's Department of Parks and Recreation current fee schedule.
- g. Camping fees shall be collected by the Permittee on behalf of the County and remitted to the County along with payment and the transaction ticket stub.
- h. The County shall provide Permittee sequentially numbered Iron Ranger tickets to issue to members who are authorized by the County to camp overnight at the facility for overnight permitted flying activities, or special events. The Iron Ranger envelope, shall be returned, by the Permittee, to the Main Entrance Station upon completion of the authorized overnight activities and either given to staff, if the station is manned, or deposited into the Iron Ranger drop box, if the station is un-manned.
- i. Permittee shall provide the County a monthly calendar of events to be given by the 1<sup>st</sup> of each month. The Permittee shall notify the County in writing of any variations in the event calendar at least 30 calendar days prior to the scheduled event or if agreed upon by both parties less than 30 calendar days prior to the event.
- j. Permittee shall provide written reports to the County on a monthly basis. The Report is due to the County by the 15<sup>th</sup> of each month. The following information shall be included in the report:
  - Number of special events
  - Describe the special event and what activities will transpire at the special event
  - Number of participants (youth, adult) per event
  - Name of other organizations entering the facility for demonstration/training/education.
  - Number of members currently in Permittee's organization
  - Detailed activity report including fees collected for any special events during the month
  - Incidents/Accidents/Vandalism/Graffiti
  - Number of vendors sales and type of sale

- k. Club members may sell used derby equipment on the property in conjunction with a special event.
- l. Outside vendors, which are not club members, may sell food and novelties at special events with the Department of Parks and Recreation and the Department of Environmental Health approval and pay the County an annual flat fee of \$100 plus a \$25 per day fee. The fees shall be remitted to the County at the address referenced in Section 6 of this Permit along with the "Special Event Accounting Worksheet" in **Exhibit "A"**, attached hereto and made a part of this Agreement, no later than seven (7) calendar days from the end of the event.

If not paid within 7 calendar days from the end of the event, Permittee shall be assessed a \$50.00 late fee. After 45 calendar days from the end of the event, an additional five percent (5%) will be assessed on the total remaining balance owed to County. If not paid within 45 calendar days of the end of the event, selling of food and novelties may be prohibited until paid in full. Permittee shall remit fees to the address referenced in Section 6 of this Permit.

- m. Vendor Requirements: Permittee is responsible for insuring that all concession selling or giving away of products or services at the event are covered by product liability insurance in the amount of not less than one million dollars (\$1,000,000). All vendors shall meet all local and State license and health requirements, including the possession of any necessary permits.
- n. Permittee shall have the right and duty to manage, operate and maintain the premises and facilities. The Permittee shall work with the Department of Parks and Recreation Staff to develop a maintenance plan for the area, including but not limited to mowing, weeding, trimming, tree trimming, painting, and general cleanup. Permittee expressly agrees that at all times during the term of this Permit, at its own cost and expense, to maintain such premises and areas adjacent in a clean, safe and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this permit, in force, relating to sanitation or public health, safety or welfare. Permittee shall at all times faithfully obey and comply with all laws, rules and regulations of Federal, State, and County or other governmental bodies or departments or officers thereof. Permittee shall remedy without delay any defective, dangerous or unsanitary conditions."

4. Section 20 is amended to read as follows:

"Permit Notice: Any notices herein provided to be given, or which may be given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

Permittee: Radio Control Flyers Unlimited, Inc.  
 Attention: Steve Howie  
 9712 Chaparral Court  
 Stockton, Ca 95209

County: Stanislaus County  
 Department of Parks and Recreation  
 Attention: Susan M. Garcia  
 3800 Cornucopia Way, Suite C  
 Modesto, CA 95354

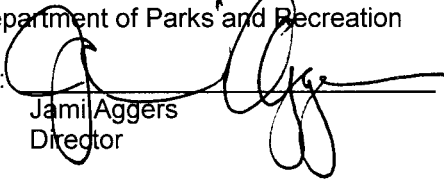
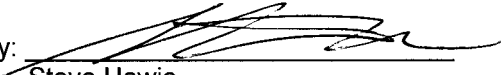
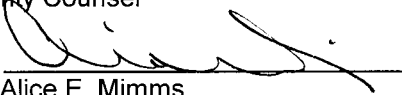
The address to which the notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service."

5. Exhibit "A" is amended as per the attached:



6. Except as provided in this Amendment, all other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

<p><b>COUNTY OF STANISLAUS</b> Department of Parks and Recreation</p> <p>By:  Jami Aggers Director</p> <p>Date: <u>4/21/15</u> "County"</p>	<p><b>RADIO CONTROL FLYERS UNLIMITED, INC.</b></p> <p>By:  Steve Howie Secretary/Treasurer</p> <p>Date: <u>4-9-15</u> "Permittee"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Alice E. Mimms Deputy County Counsel</p>	

APR 2015

**EXHIBIT A  
SPECIAL EVENT ACCOUNTABILITY WORKSHEET**

**Promoter/Club Name:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**Vendor Use Fee:**

Number of Days	Fee Per Day	Extended Total
<b>Total Fee Due to County</b>		

**Camping Fee: (Attach transaction ticket stub and payment)**

Date	Number of Vehicles	Fee Per Vehicle	Extended Total
	<b>Total Fee Due to County</b>		

**Summary:**

Description	Amount Due to County
Vendor Fee Total	
Camping Fee Total	
Concession Revenue due County	
<b>TOTAL DUE TO COUNTY</b>	