

**OPERATING AGREEMENT**  
**Model Air Field**

**THIS OPERATING AGREEMENT**, made this 12 day of March, 2012, The State of Colorado, Department of Natural Resources, Colorado Parks and Wildlife (CPW), Chatfield State Park, 11500 North Roxborough Park Road, CO, hereinafter referred to as the State, and the Jefco Aeromod'lers a non-profit, Title 1 C7 corporation hereinafter referred to as Jefco.

**WITNESSETH:**

**WHEREAS**, CPW controls through a leasehold interest with The United States Army Corps of Engineers certain lands known as Chatfield State Park which include certain facilities and appurtenant structures and other improvements, known as the Model Airplane Field; and

**WHEREAS**, CPW is responsible for providing outdoor recreation and outdoor education opportunities to the citizens and visitors to the State of Colorado and for protecting, preserving, enhancing and managing those lands under its jurisdiction and utilized for recreation and educational purposes (33-10-101 through 33-10-114 Colorado Revised Statutes ( C.R.S.); and

**WHEREAS**, CPW has the authority to enter into cooperative agreements with other agencies and political subdivisions including Colorado nonprofit corporations for the purpose of promoting it's statutorily authorized programs including a wide variety of park, recreation and educational programs. (33-10-107-(1) (d), C.R.S.); and

**WHEREAS**, The Model Airplane Field was developed through the cooperation of the State and Jefco including funds from the Land and Water Conservation fund and the State has provided an area (exhibit A) and certain facilities (exhibit B) for the use and benefit of the public in areas under the administration of the CPW; and

**WHEREAS**, Jefco was founded in 1959 and is a chartered club of the Academy of Model Aeronautics (AMA). AMA serves as the governing entity of the model aviation hobby and supports and promotes the hobby through education, school programs, events and provides liability insurance for chartered clubs and its members.

**WHEREAS**, such facilities included in this Operating Agreement are being made available to Jefco with the intent that they will operate and provide service to and for the general public, and shall be available to the public at all times, except when Chatfield State Park is closed (for administrative or emergency purposes) and access is restricted.

**WHEREAS** Jefco has since 1978 improved the model airplane flying field by installing runways, a shelter building, storage building, a fenced in storage area, concrete pit area and walks, sign kiosk and other improvements. These improvements and their long term maintenance equal an investment by Jefco Aeromod'les of a considerable value.

**WHEREAS** Jefco a volunteer organization, maintains the airfield with its members contributing labor of approximately 4000 hours and \$10,000 in money each year.

**NOW THEREFORE**, in consideration of the mutual agreements, conditions and provisions hereinafter set forth, the parties to this Agreement agree as follows:

#### Operations, Safety & Improvements


1. Jefco will maintain a radio controlled model aircraft flying site, with appurtenant facilities, as currently exists including added improvements that are approved by the Park, at Chatfield State Park (see exhibit A). Specifically;
  - Keeping the area in good order, free from all debris, which shall be properly removed and lawfully disposed of, allowing no unnecessary damage to said land or facilities.
  - Maintaining the flight operations facilities including runways, taxiways, transmitter stands, signs and frequency posts.
  - Provide mowing as agreed upon with the park. Mowing is completed for the purposes of aesthetics, weed control, and wildfire mitigation.
  - Any non-routine maintenance shall be coordinated with and approved by the State before said work is undertaken.
2. Jefco will not discriminate against any person or persons because of race, creed, color, natural origin, sexual orientation or religion in the conduct of its operation. All persons wishing to use the facilities for their intended purpose shall be allowed access subject to field and safety regulations developed and approved jointly by CPW and Jefco, (see exhibit C) except in those instances that conflict with previously committed use of the facilities through issuance of a Special Activity Permit by CPW.
3. Jefco will encourage safe operations at the flying site by posting, maintaining and encouraging compliance with published Academy on Model Aeronautics (AMA) and Jefco safety rules, said signs and published materials, being subject to the approval of the State Park Manager.
4. Jefco will act to govern the activities of the flying site to promote the safe flying of radio controlled aircraft and have its qualified instructors available to instruct the public in how to fly radio controlled aircraft for enjoyment and recreational purposes.
5. Jefco will provide insurance to the State for any Jefco contracted maintenance or construction at the site. The limits will be as defined in 24-10-114 CRS. and the State and US Army Corp of Engineers listed as additionally insured.
6. Jefco will provide the State with a club liaison. The club will promptly provide the State with any changes to its formal contact information.


7. Jefco will encourage its members and/or the organization to carry at minimum, general liability insurance.
8. In the event Jefco including its members act in a manner that is irresponsible or creates safety issues which cannot be resolved, then upon 30 days written notice this agreement can be terminated.
9. The State will provide access, parking, sanitary facilities, trash collection, as described below, enforcement of applicable laws and regulations on a concurrent basis with Douglas County Sheriff's Office, and other services normally provided at the State Park, provided funds are available.
  - Maintain the access road and parking lot.
  - Maintain the existing sanitary facilities
  - Provide trash removal from the dumpster and other approved containers provided by the Park
10. Any additional improvements to the Model Air Field will require Jefco to obtain written approval from the State following submission of a written request to the Park Manager. The State reserves the right to deny such approval for any reason.
11. The State will post and maintain entrance and regulatory signs.
12. The State authorizes Jefco at the times that the airfield is in use and two members of Jefco are present to be considered being supervised by Jefco. All non-members shall be permitted to use the flying area. All Radio Controlled (RC) flyers must be current members of the Academy of Model Aeronautics (AMA) and shall have their membership card in possession while flying at Chatfield. All RC flyers must also abide by all rules and regulations posted and administered by Jefco. Jefco shall have the authority, within their respective areas, to request that violators of such rules and regulations either conform or be asked to remove themselves from the premises. At all other times, any use of the flying area shall be at the users own risk and in accordance with any posted rules and regulations. Jefco will allow non AMA members to fly at the airfield under the supervision of a current Jefco member in good standing up to 5 times. Jefco will maintain records of non AMA members flying at the airfield.

Term

1. This Operations Agreement shall be granted for a period of 1 year with the option of an additional 10 years provided Jefco has fulfilled its terms of this agreement from and after the date of this instrument; subject to termination by mutual agreement or by either party, with 60 days notice. In the event that the State or Jefco should elect to exercise its 60 day notice, a termination agreement will be negotiated between the parties.

It is understood and agreed that Lease No. DACW45-1-03-6005 and any amendments thereto between the United States of America as represented by the Secretary of the Army and the State of Colorado are incorporated herein and by this reference made a part hereof and that this Operations Agreement shall be subject to the terms and conditions thereof as applicable.

  
Colorado Parks & Wildlife  
Asst. Director  
Title  
3/12/12  
Date

  
Jefco Aeromod'lers  
V.P.  
Title  
Feb 22, 2012  
Date

Thomas S. Hooser  
FEB 22, 2012  
Pres