

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20041123

1. REQUESTED MOTION:

ACTION REQUESTED: Board approve and execute License agreement with the Buckingham Radio Control Flyers for access and use of property at the Boston Red Sox minor league complex belonging to Lee County.

WHY ACTION IS NECESSARY: Board approval is required for use.

WHAT ACTION ACCOMPLISHES: Allows usage of the minor league complex for the flying of remote controlled aircraft.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C11A

3. MEETING DATE:

09-21-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough

John Yarbrough

7. BACKGROUND: The Buckingham Radio Control Flyers is seeking the use of the open field owned by Lee County at the Boston Red Sox minor league complex for remote-controlled aircraft flying activities and meetings. The use of the land shall be conditioned upon availability and will not interfere with the use of the property by the Boston Red Sox.

No funds are required.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 9-22-04</i>	<i>N/A</i>			<i>9/18/04 KLS</i>	OA	OM	Risk	GC	<i>MS 9/9/04</i>
					<i>RR 9/9/04</i>	<i>MS 9/9/04</i>	<i>JA 9/9/04</i>		<i>MS 9/9/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *9/8/04*
Time: *2:00*
Forwarded To:
*Co. Admin
9/8/04*

RECEIVED BY
COUNTY ADMIN: *CK*
9/8/04
4:40 p.m.
COUNTY ADMIN
FORWARDED TO:
9/9/04
4pm P12

**LICENSE GRANTING BUCKINGHAM RADIO CONTROL FLYERS
ACCESS AND USE OF PROPERTY AT THE MINOR LEAGUE
COMPLEX BELONGING TO LEE COUNTY**

THIS AGREEMENT made this _____ day of _____, 2004, by and between LEE COUNTY, a political subdivision of the State of Florida and Charter County, hereinafter called "Licensor", and BUCKINGHAM RADIO CONTROL FLYERS, a not for profit organization, hereinafter called "Licensee".

WITNESSETH:

Licensor, in recognition of the mutual benefit derived from the Community using public lands for recreational purposes, does hereby grant to the Licensee a license solely for the purpose of using the land at the Lee County Minor League Complex located at 2451 Arcadia Street, Fort Myers, Lee County, Florida owned by LEE COUNTY, for the flying of remote-controlled aircraft.

In further consideration of this Agreement, the parties agree as follows:

1. The purpose of this license is to allow the Licensee to use an open field owned by LEE COUNTY (STRAP # 20-44-25-P3-0002.0000) and shown in Exhibit "A" for remote-controlled aircraft flying activities and meetings. No person shall operate any type of model aircraft on the premises unless that person holds a current Academy of Model Aeronautics membership card. The licensed area shall not be modified or changed without the prior written consent of Licensor.
2. The use of the land shall be conditioned upon the Licensor's determination of availability and shall not interfere with the use of such property by the Boston Red Sox. The Red Sox reserve the right to demand cessation of club activities any time noise is greater than 55 decibels at the field and causes interference with training operations.
3. Licensee may tentatively use such open field during the months of April through January, from sun-up to sun-down every day during that period, excepting times when baseball tournaments prohibits use. Licensee can use the field at the

discretion of the Lee County Parks & Recreation contact person for the first two weeks of February, March and the first week of April. Flying time will be restricted during over flow parking lot usage. Use will not be allowed over the last two weeks of February at any time of the day. Permission must be secured from the Lee County Parks & Recreation representative and a schedule worked out in advance. The end of Spring Training season may vary a few days each year.

4. Scheduling of the Licensor's land will be through the Lee County Parks & Recreation representative: Pablo Adorno
Phone 461-7433.
5. Licensee will not use the property described in Exhibit "A" for any purpose other than for flying remote-controlled aircraft.
6. Licensee will not construct or erect any permanent or semi-permanent structure on Licensor's property, without first obtaining the written permission of the Director of Parks and Recreation. Any temporary structures constructed on the property by Licensee remain the property of Licensee upon termination of this agreement.
7. Licensee will exercise reasonable care in protecting the Licensor's property from any damage or loss which may be caused by the Licensee's use. Licensee will replace or repair any County property which is damaged by Licensee's use.
8. This license does not permit Licensee to use any of the buildings on the site.
9. The Licensee will be responsible for all litter generated by their activities on the property and this litter must be removed from the site. Licensee will provide a portable sanitation unit with weekly cleaning service for their use. The Licensee's vehicles will be parked in approved parking area only.
10. The Licensee will conduct one open house event per year to promote the hobby to the general public. This event must be advertised using flyers and other media methods to get the information to the public. All promotional expense shall be the responsibility of the Licensee. The Licensee will work with area recreation centers throughout the year to expose others to the hobby and encourage membership participation.

11. Licensee and its activity participants will comply with Lee County Park Ordinance 02-12, as amended from time to time, and Lee County Park & Recreation rules and policies.
12. Licensee shall be liable for its own actions and negligence and for any negligence on the part of its participants, the Licensee shall indemnify, defend and hold harmless Licensor against any actions, claims or damages arising out of Licensee's negligence or the negligence of its participants in connection with this Agreement. Licensee will ensure that any person using the field under this license will sign attached "Exhibit B".
13. The Licensee agrees to exercise reasonable care in the conduct of its activities involved during the use of the field described in Exhibit "A". The Licensee further agrees to repair, replace or reimburse Licensor for any damages to the field or any related facilities located thereon caused by the Licensee or its agents who use the field as a result of this License.
14. The Licensee shall extend its insurance coverage to the field located on the Licensor's property when the Licensee uses them for recreational purposes by listing Lee County as additional insured property on the Licensee's existing policies. Insurance coverage shall meet the requirements as set forth in Exhibit "C".
15. This License shall extend for an initial term of one (1) year, which at the expiration of such term may be renewable upon the written concurrence of both parties, provided other usage of the property is not required and/or may be revocable by the Licensor by giving the Licensee thirty (30) days written notice. This license may be terminated at any time, for good cause upon thirty (30) days written notice.
16. This license is not assignable.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials, on the date first above written.

ATTEST:
CHARLIE GREEN
CLERK OF COURTS

LICENSOR:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
LEE COUNTY ATTORNEY'S OFFICE

Bonnie Peters
Witness Signature

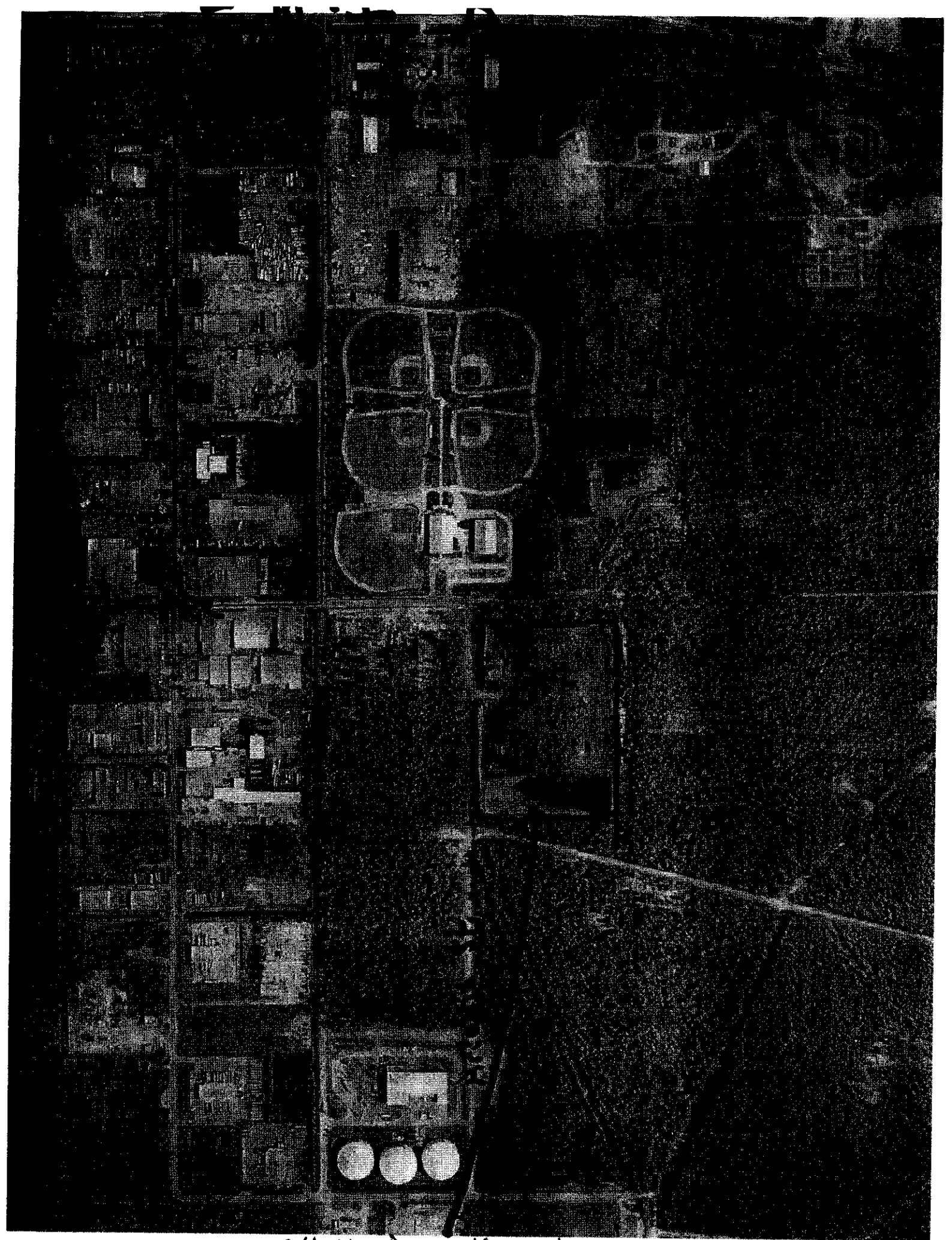
BONNIE PETERS
Witness Printed Name

LICENSEE:
BUCKINGHAM RADIO CONTROL FLYERS

By: Robert Walcott
President

Annabel Staten
Witness Signature

ANNABEL STATEN
Witness Printed Name



2451 Arcadia St

**LEE COUNTY WAIVER FORM FOR USE OF COUNTY PROPERTY
BY BUCKINGHAM RADIO CONTROL FLYERS
TO FLY REMOTE-CONTROLLED AIRCRAFT**

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK FOR USE OF LEE COUNTY PROPERTY BY LICENSEE FLYING REMOTE-CONTROLLED AIRCRAFT PLEASE READ THIS FORM CAREFULLY and be aware that in by signing this form and/or using County property to fly remote-controlled aircraft, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in, connected with and associated with this type of activity on County owned property.

I recognize and acknowledge that there may be certain risks involved in participating in this type of activity, and I voluntarily agree to assume the full risk of any injuries, damages or loss, that I may sustain as a result of my participation in such activity on County owned property.

I further agree to waive and relinquish all claims I may have or that may accrue to me by participating in such activity or from using such property against the County, including their respective officials, officers, employees, and volunteers (hereinafter collectively referred as "Parties"). I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with the use of County property for flying remote-controlled aircraft.

I indemnify and hold harmless Lee County, any of its employees and/or agents from any and all claims from my use of county property.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

RADIO CONTROL FLYER PARTICIPANT

PRINT NAME OF PARTICIPANT

DATE

WITNESS

DATE

RADIO CONTROL FLYERS

1. Minimum Insurance Requirements:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

2. Special Requirements:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. **“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”** will be named as an “Additional Insured” on the General Liability policy.
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
- b. An appropriate “Indemnification” clause shall be made a provision of the contract.
- c. It is the responsibility of the Licensee to insure that all flyers comply with all insurance requirements