

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** reached between **CALIFORNIA POLYTECHNIC STATE UNIVERSITY**, San Luis Obispo, California (hereafter referred to as **CAL POLY**), and **SLO FLYERS, INC.**, (hereafter referred to as **SLO**) on the development and operation of the Educational Flight Range (hereafter referred to as **EFR**).

BACKGROUND: Consistent with the recommendations of the College of Agriculture Land Use Committee, an agreement has been reached between the College of Agriculture and the College of Engineering (both located on the campus of **CAL POLY**) on the site and usage thereof for the Aeronautical Engineering Departments **EFR**. Aeronautical Engineering Department education programs will benefit greatly from an **EFR** facility. Hands-on exposure is a necessary part of the teaching process. The **EFR** will provide an avenue for the hands-on aspects of the **CAL POLY** program by allowing Engineering student to tryout their aircraft design concepts.

The **EFR** will consist of the following elements:

*A defined flyover airspace. Within **Cal Poly** property, will be over ranch and crop land, in which a model aircraft can safely operate. Using this airspace will not alter agricultural activities on land underneath it.

* A three acre operational facility consisting of a runway, a model preparation area and a space for parking of vehicles. To be an effective flying field, the runway of the **EFR** must be relatively flat with an orientation approximately into the prevailing wind direction.

The **EFR** will be located south of Highway 1, near the western border of Cuesta Community College property.

EFR DEVELOPMENT AND MAINTENANCE:

To ensure that the facilities associated with the **EFR** can be constructed and maintained without impacting **CAL POLY** resources, a joint use approach will be employed in which the development and maintenance will be the responsibility of **SLO**. In exchange for this support to **CAL POLY**, **SLO** club members will be allowed use of the facility when not needed or in use by **CAL POLY** for classroom or other academic purposes.

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LIMITATIONS ON EFR DEVELOPMENT

The **EFR** operational facility will consist of a runway, a model preparation area, space for vehicle parking, a small temporary building for storage, and fencing. No permanent structures will be erected at the **EFR** site. In compliance with UBC guidelines, a temporary building will be limited to 120 square feet in projected roof area.

The runway will be developed in two stages. The **first** stage will consist of a base material, such as crushed granite, oiled and rolled. The second stage will be an asphalt surface applied over the base material. The second stage will be constructed as funds become available.

EFR CONSTRUCTION

All construction projects at the site will be performed by fully licensed and bonded contractors. Executing such contract will be the responsibility of **SLO** through **Cal Poly's** Building Permit process as a College of Engineering project. It will be the responsibility of **SLO**, working with Facilities Planning department, to assure that contractors providing services at the **EFR** are in full compliance with policies, procedures and statutes governing construction on **CAL POLY** property.

EFR USERS:

The Aeronautical Engineering Department faculty and students and the Associated Students, Inc., at **Cal Poly**, chartered student club know as Cal Poly Mustang Flyers are the priority users of the **EFR**. **SLO** Flyers club members are allowed to use the facility when their use does not interfere with academic programs.

LIMITATIONS ON USE:

The use of the **EFR** will be limited to Radio Controlled (RC) and limited range uncontrolled hand launched aircraft. These aircraft can be powered or non-powered. Membership in the Academy of Model Aeronautics, Inc. (AMA) is required to fly a powered aircraft at the **EFR**. AMA membership provides the aircraft operator with liability and accident/medical insurance. Operating an aircraft at the **EFR** will only be allowed if the individual has additionally read and signed the site specific rules.

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The **EFR** will be open for flying seven (7) days a week. All flying at the **EFR** is **restricted to daylight hours only**. **CAL POLY** students, faculty and staff flying time will coincide with class hours and academic program needs. **SLO** club members flying shall normally occur between 8:00 am and 4:00 pm. Flying at the **EFR** will only be permitted if existing weather conditions provide good visibility and acceptable wind conditions.

The **EFR** shall not be used for events without the approval of the College of Engineering and the College of Agriculture or the **EFR** Guidelines and Policies Committee, to assure such events comply with existing **EFR** policies and guidelines. Such approval must be obtained in writing prior to any event.

When due to periods of inclement weather, **SLO**, working with the College of Agriculture, will determine if roads leading to the **EFR** are impassable. If it is determined that roads are impassable, operations at the **EFR** will not be permitted. It will be the responsibility of **SLO** to monitor the weather and road conditions and provide a Website to disseminate that operation is suspended.

EFR USE RULES:

The AMA rules and safety standards and Federal Aviation Administration (FAA) airspace safety standards apply to the operation of the **EFR**. A set of the AMA Aircraft Safety Code and the FAA Advisory Circular are provided as appendices A & B. Additionally, all **CAL POLY** policies and rules respective to conduct will apply.

An **EFR** Guidelines and Policy Committee will be established to determine governing policies. The committee shall include the Associate Dean, College of Agriculture, the Chair of the Aeronautical Engineering Department, the President of **SLO**, the **EFR** Coordinator and the **CAL POLY** Risk Manager

To ensure that the AMA rules, FAA safety standards, **CAL POLY** policies and rules governing conduct and the **EFR** Guidelines and Policy Committees' policies are consistently adhered to, a complete set of site specific safety rules will be developed by the Aeronautical Engineering department, **SLO** and Mustang Flyers. A preliminary set of these rules is provided as appendix C. These site specific rules will be in final form prior to any operation beginning at the **EFR**. The **EFR** Guidelines and Policy Committee will be the approving entity.

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Compliance monitoring will be the responsibility of the Aeronautical Engineering department at **CAL POLY, SLO** and Mustang Flyers. Corrective action, if found to be necessary, will be the responsibility of the Aeronautical Engineering department. Corrective action will include but not limited to temporary or permanent banning of use of the **EFR** by the individual found to be in violation of policies. The Aeronautical Engineering department will appoint a person annually to be responsible for rendering corrective action. For the 1997-98 Academic year, Bob Van't Riet is the appointee.

EMERGENCIES :

The **EFR** will be equipped with a cellular phone for communication in cases of emergency. Additional safety equipment will be kept and maintained on the **EFR** site and will include but not be limited to a first aid kit, a fire extinguisher and shovels.

FENCING OF THE EFR:

Fencing in accordance with standards to be set by the Animal Science department, to control livestock, will be installed around the **EFR** operational facility and will include a security gate to restrict public access to the **EFR** facility.

USE ESTIMATES:

Students enrolled in Aeronautical Engineering will be the primary users of the **EFR** facility. Such use will be related to class, design project and/or testing aircraft design concepts. It is expected that student usage will increase as the date a project is due approaches.

SLO members usage is expected to average from three to five members at a time daily on week days. It is expected that on a typical weekend there will be an increase in the number of members. It is expected that usage will be approximately ten members at one time.

ACCESS :

Approach to the **EFR** operational facility will be through existing roads on the campus of **CAL POLY**. Access for **SLO** members will be via the most westerly entrance across Highway 1 from the shooting ranges.

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RESPONSIBILITIES OF SLO

Development and maintenance of the **EFR** facility will be the sole responsibility of **SLO**. That responsibility will include but not limited to:

Planning and developing the **EFR** operational facility, including the runway, pit area, parking area, roads within the **EFR** and fencing;

Maintaining of roads within the fenced area of the **EFR**;

Maintaining of runway and parking surfaces within the fenced **EFR**;

Maintaining security measures, including fencing, gates and locks;

Provide portable sanitation facilities and maintenance services;

Provide weed abatement as required to control fire hazard within the fenced **EFR**;

Maintaining a cellular phone and emergency equipment;

Maintaining trash control, custodial services and mentoring of students

Provide insurance coverage including indemnification in accordance with Attachment 1.

CONSTRUCTION & DEVELOPMENT:

Any development and/or construction on **CAL POLY** property, will be coordinated, reviewed and approved in advance through the **CAL POLY** Building Permit process, administered by the Facilities Planning dept.

FUNDING :

Funding for the development of the **EFR** will be obtained from a number of possible sources. They include but are not limited to **SLO**, the Aeronautical Engineering department, industry grants, merchant donations, private donations and fund raising activities.

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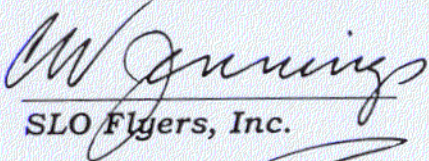
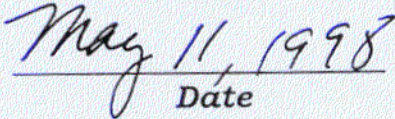
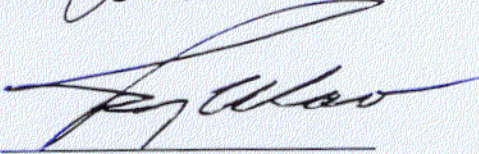
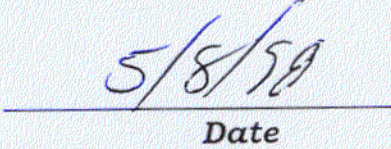
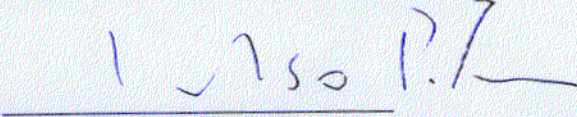
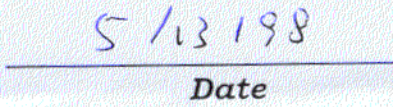

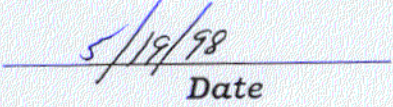
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RESTORATION:

If the use of the existing **EFR** facility is terminated due to encroachment violations or such other determining factors, every reasonable effort shall be made to identify an alternate site for continuing the **EFR**.

This Memorandum of Understanding may be terminated by either party by providing 60 day written notice. It will be the responsibility of **SLO** to restore the property to its original condition, should this MOU be terminated.

PARTIES BY THEIR DULY AUTHORIZED SIGNATURES AFFIXED HERETO, DO HEREBY AGREE OR CONCUR WITH THE CONDITIONS SET FORTH IN THIS MEMORANDUM OF UNDERSTANDING.

 SLO Flyers, Inc.	 Date
 Cal Poly State University	 Date
 College of Engineering	 Date
 College of Agriculture	 Date