

MEMORANDUM OF UNDERSTANDING

Hamburg Flyers Radio Control Club and Township of Hamburg

This **MEMORANDUM OF UNDERSTANDING** is hereby made and entered into by and between the Hamburg Flyers RC Club (the "Hamburg Flyers"), a Michigan non-profit corporation with its registered office at 7483 Zeeb Rd., Dexter, MI 48130 and Hamburg Township, a Michigan Municipal Corporation with offices at 10405 Merrill Rd., Whitmore Lake, MI 48189 (the "Township").

A. PURPOSE:

The purpose of this Memorandum is to continue to develop and expand a framework of cooperation between the Hamburg Flyers and the Township to develop mutually beneficial programs, projects and Radio Controlled (RC) activities at the local level and accessible to the general public.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

By cooperating to strategically plan, construct, monitor and maintain designated RC facilities, the Township, the Hamburg Flyers, and the general public shall all benefit.

C. THE TOWNSHIP WILL:

1. Work with Hamburg Flyers to identify opportunities (RC projects, education and assistance) and jointly pursue such projects with the Hamburg Flyers and/or the RC community.
2. Make Township lands available for RC related activities, subject to applicable laws, regulations, policy, plans and other managerial direction.
3. Include and utilize Hamburg Flyers technical expertise in developing Township programs as they relate to RC activities.
4. Be responsible for, and maintain, General Liability Insurance for all non-flying RC activities and facilities, including general public use of fields for non-RC activities.
5. Support Hamburg Flyers' management of any and all RC flying and related aeronautic activities and their facilities, and acknowledges that membership to the Hamburg RC Flyers Club is necessary for maintaining General Liability coverage for this exposure, which shall be provided by the Hamburg Flyers as outlined in D.6.
6. Provide general ground maintenance (mowing, etc.) of RC fields and surrounding areas, and repairs to structures, amenities, parking lots, and installation of signage on an as needed basis.

D. HAMBURG FLYERS WILL:

1. Work with the Township to identify appropriate partnership opportunities (for example, RC projects, education programs, and related events) and jointly pursue such projects in conjunction with the RC community and the Township.
2. Offer technical assistance with RC projects, educational programs and related events, grant funding, and RC activities and management of all RC fields.
3. Coordinate RC facility development and maintenance using volunteers. Subject to applicable laws, regulations, policy, plans and other managerial direction, RC flying facilities will be designed and built to Academy of Model Aeronautics (AMA) standards and Hamburg Flyers will also help support and maintain all other RC uses as is appropriate.
4. Obtain Township approval prior to any change in RC facility maintenance and/or future development of the RC site.
5. Encourage safe, courteous, and responsible use of all RC facilities, including but not limited to, use by general public owning model planes, cars, trucks, drones and/or rockets.
6. Be responsible for, maintain, and provide proof of, General Liability Insurance and Umbrella Liability for all flying RC activities and related uses, in amounts no less than 1,000,000 per occurrence for the General Liability and \$3,000,000 aggregate for Umbrella Liability. The policies shall also list Hamburg Township as Additional Insured as respects any and all RC flying activities.

E. IT IS ADDITIONALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Township pursuant to this Memorandum is subject to disclosure under the Freedom of Information Act and other applicable law.
2. **MODIFICATION.** Modifications to this Memorandum shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Memorandum in no way restricts the Township or the Hamburg Flyers from participating in similar activities with any other public or private agency, organization, or individual.
4. **TERMINATION.** Either of the parties may, in writing, terminate the Memorandum in whole, or in part, for any reason at any time.

5. **PRINCIPAL CONTACTS.** The principal contacts for this Memorandum are:

Hamburg Township

Mike Dolan, Clerk

(810)222-1121

Email: clerk@hamburg.mi.us

Hamburg Flyers

Eugene Doncea, President

(810)

Email: e8d68@aol.com

6. **NON-FUND OBLIGATING DOCUMENT.** This Memorandum is neither a fiscal nor a funding obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Memorandum will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority. Specifically, this Memorandum does not establish authority for noncompetitive award of any other contract or agreement to the Hamburg Flyers. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
7. **PERMANENT FIXTURES/STRUCTURES.** It is understood that all projects, which include permanent fixtures and/or structures being placed on Township property by the Hamburg Flyers, must be approved by the Township Board prior to the start of the project. It is also understood that all fixtures and/or structures installed in the parkland, become the property of the Township and shall be maintained as such.
8. **COMMENCEMENT/EXPIRATION DATE.** This Memorandum is effective as of the date of last signature and expires on December 31, 2025, or upon change of Hamburg Flyers representation, which shall require an updated Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

HAMBURG RC FLYERS

TOWNSHIP OF HAMBURG

Date: _____

Date: _____

