

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT  
LYNN ALVAREZ  
VICE PRESIDENT

TAFARIA BAYNE  
NICOLE CHASE  
JOSEPH HALPER  
COMMISSIONERS

HAROLD ARRIVILLAGA  
BOARD SECRETARY (213) 202-2640



ERIC GARCETTI  
MAYOR

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

JIMMY KIM  
ACTING, ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK  
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO  
ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

March 30, 2022

Soaring Unions of Los Angeles  
Don Wahlquist  
P.O. Box 3816  
Torrance, CA 90501

Dear Mr. Wahlquist;

**PACIFIC REGION: REVOCABLE RIGHT-OF-ENTRY PERMIT FOR THE USE OF RADIO CONTROLLED FLYING CLUB**

---

The City of Los Angeles (CITY), Department of Recreation and Parks (DEPARTMENT), hereby issues a temporary right of entry permit to Soaring Unions of Los Angeles (PERMITEE), for temporary access to DEPARTMENT property for the purpose of Recreational Flying of Electric Aircraft.

Approval of this Right-of-Entry Permit (PERMIT) is contingent upon the execution of the Permit as provided below in Condition No. 12. This Right-of-Entry Permit is subject to the following conditions:

1. PERMIT AREA DEFINED

The area to be covered under this permit is DEPARTMENT property known as the Field of Dreams, located at the corner of Gaffey and Westmont, San Pedro, CA 90731.

2. PERMISSION GRANTED

Permission is hereby granted for PERMITEE to enter the Permit area to Fly Electric Radio Controlled Aircraft. PERMITEE shall be allowed to occupy permitted area on Fridays, and Sundays, from April 1 – December 31, 2022 from 7:30am – 11:30am (excluding city holiday on Monday, May 30, July 4, September 5, October 10, Friday, November 11 & 25, Monday, December 26, and Friday, December 30, 2022.)

3. TERM

1. This Permit will become effective upon receipt by the DEPARTMENT of an executed original of the Permit and will remain in effect after execution until December 30, 2022. Should it become necessary to change the scope of work authorized in this PERMIT, PERMITEE will notify DEPARTMENT in writing and



request approval of the proposed change. All correspondence will be sent to the addressee listed in Condition No. 10.

#### 4. INSURANCE

PERMITTEE, their contractors and sub-contractors, is/are to be insured during the term of this Permit in the type and amounts approved by the City Risk Manager. Permittee will provide written evidence of said insurance. Permittee's authorized contractor(s) or subcontractor(s) will also list the City as an additional insured. If requested by the Department, Permittee will make said evidence available to the Department. Proof of insurance must be filed with and approved by the City of Los Angeles Risk Manager prior to approval of PERMIT. If insurance is not received, the CITY may purchase insurance at the PERMITTEE'S expense, or cancel PERMIT. **CA #3038969 (Insurance on file and posted on KwikComply.org website expires on March 31, 2023).**

#### 5. INDEMNIFICATION

Permittee agrees that any authorized contractor or subcontractor working in the Permit area will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors, licensees and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts or omissions of the CITY, excepting the active negligence or willful misconduct of Permittee.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Permittee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by PERMITTEE, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### 6. COVID-19 REQUIREMENTS

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson &

Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in this Agreement. The Contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

7. ADMINISTRATIVE FEES

The fee during the term of this permit shall be \$150.00 for each Friday, and Sunday that the Permittee operates. Fees may be paid weekly or can be paid monthly but no later than by the tenth day of the month for the current month thereafter.

Field use:           \$150.00 x 76 days = \$11,400.00  
(Sunday 39 days and Friday 37 days)

Send check to:       City of Los Angeles  
Department of Recreation and Parks  
Pacific Region  
1670 Palos Verdes Drive North  
Harbor City, CA 90710  
Attn: Cheryl Gray

8. DEPARTMENT AUTHORITY/COORDINATION

PERMITTEE and all authorized contractors of any tier will abide by the terms and conditions expressed herein and will cooperate fully with DEPARTMENT employees in the performance of their duties. DEPARTMENT contact:

Michael L. Harrison, Principal Recreation Supervisor II  
Phone number (310) 548-7675, Monday through Friday, 9:00 am to 5:00 pm;  
or via e-mail at [mike.harrison@lacity.org](mailto:mike.harrison@lacity.org)

On the part of the PERMITTEE, the DEPARTMENT may email Don Wahlquist.,  
[dwahl504@gmail.com](mailto:dwahl504@gmail.com)

9. RIGHT OF INSPECTION

Authorized representatives, agents and employees of the DEPARTMENT will have the right to enter the Permit area at any time in case of emergency and upon reasonable notice for purposes of fulfilling normal duties.

10. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this Right-of-Entry Permit, the DEPARTMENT will not unreasonably withhold approval. PERMITTEE will submit a written request to:

Department of Recreation and Parks  
Pacific Region Headquarters  
Deanne Dedmon, Superintendent

Soaring Union of Los Angeles  
Don Wahlquist

1670 Palos Verdes Dr. North  
Harbor City, CA 90710  
Attention: Louise Maes

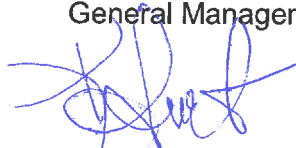
11. REVOCAION OF PERMIT


The DEPARTMENT may revoke this Right-of-Entry Permit if PERMITTEE does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, the parties will discuss methods and decide on a time frame for correcting any deficiencies identified by the DEPARTMENT. PERMITTEE will have the opportunity to correct the deficiencies and retain the Permit within the mutually agreed upon parameters. Permittee and all authorized contractors of any tier will abide by the terms and conditions expressed herein and will cooperate fully with Department employees in the performance of their duties.

12. ACCEPTANCE

To indicate acceptance of this Right-of-Entry Permit, please sign and date the signature execution page indicated below and return the signed original to the addressee listed in Condition No. 10.

Sincerely,  
MICHAEL A. SHULL  
General Manager

 4/8/22 (for Deanne Dedmon)  
DEANNE DEDMON  
Superintendent, Pacific Region

 4/13/2022  
(for Deanne Dedmon)

MAS/DD/MH:lm

c: Mike Harrison, Principal Recreation Supervisor II, Pacific Region  
Bill Lopez, Principal Grounds Maintenance Supervisor  
Leslie Perez, Recreation Supervisor, Harbor District  
Cheryl Gray, Facility Director, Ken Malloy Harbor Regional Park  
Region File

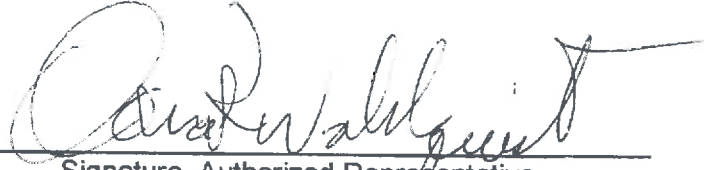
Soaring Union of Los Angeles  
Don Wahlquist

[SIGNATURE EXECUTION PAGE FOLLOWS]  
**SIGNATURE EXECUTION PAGE**

**PACIFIC REGION: REVOCABLE RIGHT-OF-ENTRY PERMIT FOR THE USE FLY ELECTRIC  
RADIO CONTROLLED AIRCRAFT**

---

Donald Wahlquist  
Printed Name, Authorized Representative  
Soaring Union of Los Angeles

  
Signature, Authorized Representative  
Soaring Union of Los Angeles

4/8/2022  
Date