

# MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

## NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

**Date: May 7, 2024**

**Location: Board Room**

**1434 Flightline, Mojave, California**

**Time: 2:00 p.m.**

Attending remotely:

Director Balentine, 16301 Koch St., Mojave, CA 93501

Director Coleman, 501 N. Ferry, Ludington, MI 49431

### **Zoom Video Conference**

<https://us02web.zoom.us/j/88979840593?pwd=UWxUcHRVkm1aDdnUHA1cWR0VFFMUT09>

Phone: 669 444 9171

Meeting ID: 889 7984 0593

Passcode: 277366

## **AGENDA**

### **1. Call to Order**

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

### **2. Community Announcements and Public Comments on Items not on the Agenda**

### **3. Consent Agenda (Staff recommends approval of consent items by one motion.)**

- A. Minutes of the Regular Board Meeting of April 16, 2024.
- B. Check Register dated May 2, 2024; \$141,181.52.

### **4. Action Items**

- A. Scaled Composites- Display Aircraft Agreement (CEO)
- B. Everbridge Master Service Agreement (DPSS)

### **5. Reports**

- A. Director of Administration
- B. Director of Facilities
  - i. Taxiway A Rehabilitation
  - ii. Roper Water Main Improvements
  - iii. Hydraulic Water Modeling Update
  - iv. General Updates

- C. Chief Executive Officer
  - i. Hangar Development Update (CEO)
  - ii. Inspection (CEO)
  - iii. Operations Count (CEO)
  - iv. Highlights (CEO)
- D. Board Committees

## **6. Director Comments on Items Not on the Agenda**

## **7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Real Property Negotiations (Govt Code 54956.9)
  - Property: Undeveloped Land
  - Parties: Jetzero, MASP
  - Negotiator: CEO, General Counsel
  - Terms: Fee
- C. Labor Negotiations (Govt Code 54957.6):
  - District Representative: General Counsel
  - Unrepresented Employee: CEO

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on May 3, 2024, by Jason Buck.

This meeting will be conducted in person and via zoom video conference. If you participate via zoom, please:

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at [Lynn@mojaveairport.com](mailto:Lynn@mojaveairport.com) prior to the start of the meeting.

ADA Notice: Persons desiring disability-related accommodation should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to [Lynn@mojaveairport.com](mailto:Lynn@mojaveairport.com)

Copy of Records: Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

Public Comments: Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under “Public Comments on Items not on the Agenda,” but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

**MISSION STATEMENT**

**FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A PRINCIPAL FOCUS AS THE WORLD'S PREMIER CIVILIAN AEROSPACE TEST CENTER WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY**

## **BOARD OF DIRECTORS**

### **MINUTES OF THE REGULAR MEETING ON APRIL 16, 2024.**

#### **1. CALL TO ORDER**

The meeting was called to order on Tuesday, April 16, 2024, at 2:00 p.m. by Director Morgan.

A. **Pledge of Allegiance:** Director Allred led those assembled in the Pledge of Allegiance.

B. **Roll Call:**

**Directors present:** Allred, Balentine, Coleman, Morgan.

**Directors absent:** Barney

**Staff:** Acting CEO Sewell (via zoom), DOA Rawlings, DO Fuels Smith, Counsel Nave, Contracts Manager Johansen, N. Altman.

**Others present via Zoom:** Eric Shwartz, A. Svejda, Rosamond News, and 2 other unidentified participants.

C. **Approval of Agenda:** Upon motion by Director Balentine, seconded by Director Coleman, the Board unanimously approved the agenda.

#### **2. Community Announcements/ Public Comments not on the Agenda**

No community Announcements

#### **3. Consent Agenda**

Upon Motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the Consent Agenda.

A. Minutes of the Regular Board Meeting of April 2, 2024.

B. Minutes of the Special Board Meeting of March 29, 2024.

C. Check Register dated April 11, 2024; \$634,124.70.

#### **4. Action Items**

A. Department of General Services (CALFIRE)- Bunkers 32,278 & Land- Amendment  
Acting CEO Sewell briefed the Board on the Lease Amendment. After discussion, upon motion by Director Balentine seconded by Director Coleman, the Board unanimously approved the Lease Amendment.

B. Terra-Gen, Bldg. 155 & Land

Acting CEO Sewell briefed the Board on Item B, C, D.

C. Terra-Gen, Area "H" Acreage

Acting CEO Sewell briefed the Board on Item B, C, D.

D. Terra-Gen, Area "I" Acreage

Acting CEO Sewell briefed the Board on Item B, C, D. Upon motion by Director Balentine to approve items B,C,and D together, seconded by Director Morgan, the Board unanimously approved the lease amendments in Items B, C, and D.

E. Authorize Acting CEO to Perform Standard HR Duties

Acting CEO Sewell briefed the Board on the need for her to perform Standard HR Duties. Upon motion by Director Coleman, seconded by Director Allred, the Board unanimously approved Acting CEO to perform standard HR Duties.

F. Kimley-Horn Task Order Amendment

Acting CEO Sewell briefed the Board on the Task Order Amendment for the explosive site plan to complete the Spaceport Licensing process. Upon motion by Director Morgan, seconded by Director Balentine, the Board unanimously approved the Task Order Amendment.

## **5. Reports**

A. Chief Executive Officer

Acting CEO Sewell presented her report to the Board.

i. Hangar Development Update

Acting CEO Sewell updated the Board on Hangar Development.

ii. Operations Counts

Acting CEO Sewell updated the Board on the Operations Counts

iii. AWP Conference

Acting CEO Sewell extended an invitation to the Board to attend.

iv. Mid-Quarter Industrial/Test Site Tenant Meeting

Acting CEO Sewell briefed the Board on the upcoming Tenant Meeting

v. Water System Update

Acting CEO Sewell updated the Board on the Water System.

vi. Hydraulic Water Modeling Update

Acting CEO Sewell updated the Board on Hydraulic Water Modeling.

vii. Highlights

Acting CEO Sewell updated the Board on the highlights of the last two weeks.

viii. Board Committees

No Board Committees

## **6. Director Comments on Items not on the Agenda**

Director Balentine asked about the Belshaw closure with the Water Project.

**7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Potential Litigation (Govt Code 54956.9): MASP v. Grote
- C. Real Property Negotiations (Govt Code 54956.8)  
Property: Hangar 75  
Parties: MASP, Scaled Composites  
Negotiator: CEO, DOF, General Counsel  
Terms: Rent/ Tenant Improvements
  
- D. Threats to Public Services (Govt Code 54957):  
Consultation with CEO, DPSS, General Counsel.
- E. Labor Negotiations (Govt code 54957.6)  
District Representative: General Counsel  
Unrepresented Employee: CEO

**8. Closed Session Report**

In closed session Counsel updated the Board on the Welton vs MASP and the Grote matter. Regarding Hangar 75 for the Rent/Tenant Improvements, upon motion by Director Balentine, seconded by Director Morgan, the Board unanimously authorized the Acting CEO, and the Director of Facilities to conclude negotiations. General counsel and the CEO discussed the Threats to Public Service with the Board. Counsel discussed Labor Negotiations with the CEO. No other action was taken, and no other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:09 p.m.

\_\_\_\_\_  
Robert Morgan, President

ATTEST

\_\_\_\_\_  
Jimmy R. Balentine, Secretary

Date: Thursday, May 2, 2024  
 Time: 10:05AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 11-24 As of: 5/2/2024

Page: 1 of 1  
 Report: 03630.rpt  
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
064931	CK	5/7/2024	0341 Circulating Air Inc.	11-24	056090	VO	7969	3/21/2024	0.00	7,565.00
064931	CK	5/7/2024	0341 Circulating Air Inc.	11-24	056096	VO	7968	3/21/2024	0.00	52,118.85
064932	CK	5/7/2024	1314 Mead & Hunt	11-24	056141	VO	365160	4/11/2024	0.00	3,446.00
064933	CK	5/7/2024	1314 Mead & Hunt	11-24	056190	VO	365693	4/17/2024	0.00	66,367.92
064934	CK	5/7/2024	1314 Mead & Hunt	11-24	056191	VO	365750	4/17/2024	0.00	11,683.75
									<b>Check Total</b>	<b>59,683.85</b>

Check Count: 4

**Acct Sub Total: 141,181.52**

Check Type	Count	Amount Paid
Regular	4	141,181.52
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>4</b>	<b>141,181.52</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>141,181.52</b>
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## STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Arielle Sewell, Acting CEO, DOO

**SUBJECT:** Swift Aircraft Display Agreement

**MEETING DATE:** May 7, 2024

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### **Background:**

Scaled Composites has agreed to loan the Scaled Composites Model 400 “Swift” aircraft to the Mojave Air & Space Port for display at the Static Aircraft Display area. The display will cost the District approximately \$15,000 for the design, permits, and construction of the display stand.

### **Impacts:**

Fiscal: Estimated \$15,000  
Environmental: None  
Legal: None

### **Recommended Action:**

Approve Acting CEO to execute the letter of agreement between MASP and Scaled Composites.



## AIRCRAFT DISPLAY AGREEMENT

This agreement is made as of APRIL 24, 2024, 2024, between Scaled Composites, LLC, Hangar 78, 1624 Flightline, Mojave, CA 93501 ("Owner"), and Mojave Air & Space Port, 1434 Flightline, Mojave, CA 93501, a California Airport District ("MASP").

1. Owner hereby loans to MASP the following Aircraft for permanent display by MASP:

AIRCRAFT <sup>SCALED</sup> COMPOSITES MOJAVE 400 TAIL NUMBER N400UT

1)

2. The Aircraft will be displayed in the Static Aircraft Display Area at the entrance of MASP, Mojave, CA 93501, in a manner similar to the existing Static Displays. MASP agrees to not display the Aircraft at another location without prior written permission from Owner.

3. MASP agrees to accept the Aircraft on an "as is, where is" basis, and to be responsible for all arrangements and assume and pay all costs, charges, and expenses incurred in displaying the Aircraft after Scaled Composites delivers the aircraft to the Static Aircraft Display Area.

4. MASP will keep the Aircraft in a neat and clean manner while displayed, and will repair any damage to the Aircraft that occurs while the Aircraft is on display, but MASP is not responsible for any other maintenance or repair of the Aircraft and is not responsible for returning the Aircraft in a condition better than it was received.

5. MASP obtains no interest in the Aircraft by reason of this agreement, and title shall remain in the Owner at all times. Any requirements, modifications, or additions on or to the Aircraft must be approved in writing by the Owner.

6. MASP agrees to display a placard with the Aircraft that contains the following credit line: "This aircraft is on loan from Scaled Composites of Mojave, California." Additionally, articles published or submitted for publication by MASP, or websites that refer to the Aircraft, must credit Scaled Composite as owner of the Aircraft.

7. MASP agrees not to use the Aircraft as security for any loan, hypothecate, encumber, sell, lease, rent, or exchange the Aircraft for monetary gain or otherwise, under any circumstances. Owner must approve in writing any assignment or loaning of the Aircraft to any other person.


8. MASP agrees to allow authorized representatives of Owner reasonable access to the Aircraft to ensure compliance with the terms of this agreement.

9. MASP agrees to indemnify, hold harmless, and defend the Owner from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from MASP's possession and/or use of the Aircraft including but not limited to claims arising out of MASP's negligence or intentional misconduct.

10. This agreement may be terminated by either party upon 90-days written notice, and MASP agrees to return the Aircraft to the Owner on termination, or earlier, if it is determined that the property is no longer required.

**Scaled Composites, LLC.**

**Mojave Air and Space Port**

By  \_\_\_\_\_  
Greg Morris  
President

By \_\_\_\_\_  
Arielle Sewell  
Acting CEO



## **STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Chris Spandorf – Director of Public Safety and Security

**SUBJECT:** Everbridge, Inc. Master Service Agreement & Quotation

**MEETING DATE:** May 7, 2024

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### **Background:**

The attached Everbridge, Inc. Master Service Agreement and Quotation is for the replacement of the Mass Notification System that was discussed during the February 20, 2024, board meeting. Due to the issues MASP has experienced with the current system, this change is in the best interest of public safety.

### **Impacts:**

Fiscal: \$19,858.00 – Budgeted

Environmental: None

Legal: None

### **Recommended Action:**

Staff recommends the board approve the Acting CEO to execute the Master Service Agreement and Quotation with Everbridge, Inc.



**Everbridge, Inc.**  
**Master Services Agreement**

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and Mojave Air and Space Port (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties.**”

**1. SERVICES.**

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates (as defined below). “**Contacts**” are individuals who Client designates as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**1.3 Affiliates.** An Affiliate may purchase Services to the same extent as Client, provided that such purchases shall be on the same terms and conditions as this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to “**Client**” shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means (i) the ownership of greater than or equal to 50% of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of 50% or more of the voting interests of the subject entity. An entity that becomes an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this section.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging credits or other usage levels specified in the Quote,

then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate. If Client requires the use of a third party for invoice processing, Client shall bear the cost and expense associated with such third party.

**3. RESPONSIBILITIES.**

**3.1 Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

**3.3 Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. Everbridge is certified under the EU-US Privacy Shield and will remain certified under Privacy Shield or an applicable successor regime throughout the term of this Agreement. In the event that neither Privacy Shield nor a successor regime remains in effect, Client and Everbridge shall enter into a data processing addendum incorporating the Standard Contractual Clauses for the transfer of personal data to processors. “**Privacy Laws**” means all laws, treaties and regulations regarding consumer and data protection and privacy in the U.S., Canada, U.K., European Union, Japan, or Singapore, including the General Data Protection Regulation 2016/679 (the “**GDPR**”). For the purposes of this Agreement, Client is the data controller and Everbridge is the data processor as such terms are defined in the GDPR. Everbridge shall follow

Client's reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by Everbridge as a result of Everbridge following such instructions. Additional specific requirements with respect to the processing of Client Data subject to the GDPR are set forth in [Exhibit B](#).

**3.4 Data Security.** Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

**4. TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the contract period specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties. Client shall be notified at least sixty (60) days in advance of any Renewal Term. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive periods of twelve (12) months, but not to exceed a total term of five (5) years, unless a party provides a written 30-day notice of intent to terminate to the other party at any time after the Initial Term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%), and Client shall have thirty (30) days to send Everbridge a notice of termination after receipt of notice of the rate increase if such increase is not acceptable to Client.

## **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

**5.2 Termination or Suspension for Non-Payment.** If Client fails to pay any amounts due within thirty (30) days of their

due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

**5.3 Suspension.** Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

## **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

**6.2 Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

**6.3 Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client,

provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition. "Confidential Information"** means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; (iv) is received from a third party without breach of any obligation owed to Disclosing Party; or (v) is subject to disclosure under California's Public Records Act or Brown Act, both of which Client is subject to.

**7.2 Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

**7.3 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty and Support Services.** Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Technical Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

**8.2 Disclaimer.** THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("**SMS**"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## 9. INDEMNIFICATION.

**9.1 By Client.** Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") against Everbridge arising out of (i) any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or (ii) any breach by Client of Sections 3 or 6.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as provided hereunder infringes an issued patent or other IP Right. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the

extent the claim of infringement is based on the foregoing.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for indemnification obligations of either party under Section 9 and Client's breach of Section 6, notwithstanding anything in this Agreement to the contrary, in no event shall aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

## **12. MISCELLANEOUS.**

**12.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**12.2 Force Majeure; Limitations.** Except for Client's payment obligation for Services, neither Party shall be responsible for performance under this Agreement to the extent precluded by circumstances beyond such Party's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

**12.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

**12.4 Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

**12.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the state of California, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**12.6 Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

**12.7 Marketing.** Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

**12.8 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**12.9 General.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by

its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p><b>EVERBRIDGE, INC.</b></p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p><b>For legal notice:</b> Attention: Legal Department</p>	<p><b>CLIENT:</b> _____</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p><b>Client's Address:</b> _____ _____ _____</p> <p>Attn: _____</p> <p><b>Address for Legal Notice:</b> _____ _____ _____</p> <p>Attn: _____</p>
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**EXHIBIT A**  
**Additional Business Terms**

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and limited right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Suite Products:**

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - For messages that contain only GSM characters, each 153 characters or portion thereof.
    - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - GSM characters include only characters in the GSM 7-bit default alphabet.
    - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
7. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secure Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

#### **Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

**EXHIBIT B**  
**Data Privacy and Network Security**

*The following terms are incorporated by reference into the Agreement as applicable to the extent that the Client is subject to the requirements of the GDPR, the California Consumer Protection Act and other Privacy Laws.*

1. **Confidentiality of Processing.** Everbridge shall ensure that any person that it authorizes to process the Client Data (including Everbridge's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Client Data who is not under such a duty of confidentiality. Everbridge shall ensure that all Authorized Persons process the Client Data only as necessary for the purposes permitted under the Agreement.
2. **Security.** Everbridge shall implement appropriate technical and organizational measures to protect the Client Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate:
  - (a) the pseudonymization and encryption of personal data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
3. **Subprocessing.** Everbridge shall not subcontract any processing of the Client Data to a third party subprocessor without the prior written consent of Client, except as set forth in this Section 3. Client consents to Everbridge engaging third party subprocessors to process the Client Data, including the subprocessors listed at the following URL: <https://www.everbridge.com/wp-content/uploads/2018/02/Everbridge-Sub-Processor-List-for-GDPR-2.2.2018-Final.pdf>, provided that: (i) Everbridge provides at least thirty (30) days' prior notice of the addition or removal of any subprocessor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal on the Everbridge Client Portal; (ii) Everbridge imposes data protection terms on any subprocessor it appoints that protect the Client Data to the same standard provided for by these terms; and (iii) Everbridge remains fully liable for any breach of these terms that is caused by an act, error or omission of its subprocessor. If Client refuses to consent to Everbridge's appointment of a third party subprocessor on reasonable grounds relating to the protection of the Client Data, then either Everbridge will not appoint the subprocessor or Client may elect to suspend or terminate the Agreement without penalty.
4. **Data Transfer.** Client agrees that Everbridge may transfer Client Data, in connection with the provision of the Services, to countries outside the European Economic Area and the U.K., provided all transfers by Everbridge of Data shall (to the extent required under Privacy Laws) be (i) to a jurisdiction deemed by the European Commission to have an adequate level of protection; or (ii) subject to contractual provisions approved by the European Commission such as, by way of example only, the Standard Contractual Clauses; or (iii) pursuant to a framework deemed adequate and approved by the European Commission (which, for the avoidance of doubt, shall include the EU-US Privacy Shield and the Swiss-US Privacy Shield). The provisions of this Agreement shall constitute the Client's instructions with respect to transfers in accordance with Section 3.3 of the Agreement.
5. **Cooperation and Data Subjects' Rights.** Everbridge shall provide all reasonable and timely assistance to Client to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability and right to prohibit sale or resale, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Client Data. If any such request, correspondence, inquiry or complaint is made directly to Everbridge, Everbridge shall promptly inform Client providing full details of the same.
6. **Data Protection Impact Assessment.** If Everbridge believes or becomes aware that its processing of the Client Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Client and provide Client with all such reasonable and timely assistance as Client may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
7. **CCPA Compliance.** Everbridge is a service provider under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100, et seq.) (the "CCPA"). Everbridge shall not sell, rent, lease, disclose, disseminate, make available, transfer or otherwise communicate orally, in writing, or by electronic or other means, personal information of California residents (referred to as "consumers" under the CCPA) to another business, person, or third party for monetary or other valuable consideration. Everbridge shall not disclose personal information of California residents to another business, person, or a third party, except for the purpose of performing Services specified in the Agreement or to the extent such disclosure is permitted hereunder or required by applicable law. Everbridge may disclose personal information of California residents required by applicable law only after (i) notifying Client of the legal requirement prior

to disclosing any the information (unless otherwise prohibited by applicable law); and (ii) taking steps to ensure that only the information that is legally required is disclosed. Everbridge shall notify Client of any verifiable consumer request within two (2) working days of receiving it and shall assist Client with meeting its CCPA compliance obligations and responding to CCPA-related inquiries. Everbridge certifies that it understands and will comply with the restrictions of this section.

8. **Security Incidents.** Upon becoming aware of a Security Incident, Everbridge shall inform Client without undue delay (and, in any event, within 48 hours) and shall provide all such timely information and cooperation as Client may reasonably require in order for Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Privacy Laws. Everbridge shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident for which Everbridge is responsible and shall keep Client informed of all developments in connection with the Security Incident.
9. **Audit.** Client acknowledges that Everbridge is regularly audited against SSAE 18 SOC 2 standards by independent third party auditors. Upon request, Everbridge shall provide a copy of its audit reports to Client and a completed security questionnaire to assist Client's verification of Everbridge's compliance with the audit standards against which it has been assessed, and this Exhibit B. Such information shall be subject to the confidentiality provisions of the Agreement. To the extent expressly required in writing by a competent data protection authority or following a Security Incident involving Client Data, Everbridge shall permit Client (or its appointed third party auditors) to audit Everbridge's compliance with these terms and the data privacy provisions of the Agreement, and shall make available to Client such information, systems, and staff as may be reasonably necessary for Client (or its third party auditors) to conduct such audit. Everbridge acknowledges that Client (or its third party auditors) may enter its premises for the purposes of conducting such audit, provided that Client gives Everbridge reasonable prior notice of its intention to audit, enters into a statement of work with Everbridge with respect to the scope of the audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Everbridge's operations.
10. **Disclosure to Authorities.** Everbridge acknowledges that Client may disclose these terms and the data privacy provisions of the Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.
11. **Deletion of Client Data.** Thirty (30) days after the Agreement terminates or expires, all Client Data contained on the Solutions will be flagged for purging and all of the Client Data will be deleted from the active system. Everbridge retains the Client Data for one (1) month after deletion in the event the Client wishes to extend its subscription.

**12. Client Data Processing.**

*Subject matter and duration of the processing of Client Data:*

The subject matter and duration of the processing of the Client Data are set out in the Agreement.

*The nature and purpose of the processing of Client Data:*

Everbridge is engaged to provide services to Client which involve the processing of Client Data. The scope of the services is set out in the Agreement, and the Client Data will be processed by the Everbridge to deliver those Services and to comply with the terms of the Agreement.

*The types of Client Data to be processed:*

Client Data may include, without limitation, name, title, contact details (email address and telephone numbers), and address, plus such other data as may be provided to Everbridge by Client.

*The categories of data subject to whom the Client Data relates:*

Current and former employees of Client and Client Affiliates, Interns, agency workers, consultants, contractors, and directors, or any other individuals designated by Client.

*The obligations and rights of Client and Client Affiliates:*

The obligations and rights of Client and Client Affiliates are set out in the Agreement.

*The processing operations carried out in relation to the Client Data:*

- Collecting and recording the data,
- hosting and organizing the data,
- altering or correcting the data,
- consulting or retrieving the data,
- disclosing or transferring the data and
- deleting the data

in each case for the purposes of providing services to Client, the scope of which are set out in the Agreement.

**Prepared for:**

Chris Spandorf  
Mojave Air & Space Port  
1434 Flight Line  
Mojave CA 93501  
United States  
Ph: (661) 824-2433  
Fax: +1.661.824.2914  
Email: chris@mojaveairport.com

**Quotation**

**Quote #:** Q-177646  
**Date:** 4/24/2024  
**Expires On:** 5/10/2024  
**Confidential**

**Salesperson:** John Conte  
**Phone:**  
**Email:** john.conte@everbridge.com

**Contract Summary Information:**

Contract Period: 12 Months

Qty	Description	Price
2,500	Mass Notification for Corporate	USD 17,358.00
2,500	ProServ - Mass Notification for Corporate	USD 2,500.00

**Pricing Summary:**

Year One Fees:	USD 17,358.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 2,500.00
<b>Total Year One Fees Due:</b>	<b>USD 19,858.00</b>

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above.
2. Subject to sales, VAT or GST taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Master Service Agreement.

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Please, Sign, Date and Return:**

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**Everbridge, Inc.**  
**55 North lake Avenue, Suite 900**  
**Pasadena,CA 91101**  
**(818) 230-9700**  
THANK YOU FOR YOUR BUSINESS!

# Mass Notification for Corporate

## Overview

Everbridge Mass Notification for Corporate allows organizations to implement their global operational or employee alert communication plans for ensuring business resilience and employee safety. Mass Notification for Corporate is supported by state-of-the-art security protocols to protect your data, elastic infrastructure to support your growing needs, advanced mobility, interactive reporting, adaptive people and resource mapping to mirror your organization, automation options, and true enterprise class data management capabilities to provide a wide array of data management options.

## Core Platform Access

- Three (3) Organizations to use for live communications plan and for testing and/or training.
- Unlimited Users, API accounts, Administrators, and Secure FTP clients.
- Single Sign On for controlling access to your Everbridge service.
- Web-based portal to configure your user environment and perform all tasks.

## Key Features

- Messaging
  - SMPP-based SMS, email, phone, TTY, fax, pagers, Everbridge Mobile App (iOS and Android), and Everbridge Desktop App delivery methods as part of a multi-modal communication plan. Voice and phone communications are subject to fair use policy.
  - Publishing channels to access notifications shared by public and private organizations, to post messages to Web sites, to post messages to your Everbridge custom-branded opt-in portal, to post messages to your Twitter and Facebook accounts, and to post audio board messages for easy retrieval by your Contacts.
  - Custom From Email Address for identifying your organization in email notifications, Dynamic Caller ID per country, and domestic and international SMS codes to ensure message delivery.
  - Remote wiping push notifications from Everbridge Mobile App to ensure older messages are removed from the mobile app or to remove all messages when a Contact leaves your organization.
  - Integrate your existing corporate mobile app (or similar) with Everbridge Digital App Interface API to push notifications to employees as an additional modality.
  - Everbridge Desktop Alerts full screen take over pop-up with five emergency alerting templates designed to interrupt and capture your recipient's attention.

- Launching and Managing Messages
  - Notifications and Incidents with unlimited templates to manage non-routine and routine alerts.
  - Automated weather tracking and alerting your Contacts to protect your assets and your employees. (United States and Europe only)
  - Email Ingestion to launch Incident Templates from remote applications.
  - Web-based portal to initiate notifications, track responses, and review reports.
  - ManageBridge app (iOS, Android) to launch and manage communications while away from your desk.
  - REST API to manage templates, to launch Notifications and Incidents from remote applications, and to automatically retrieve notification results for further processing and decision-making.
  
- Collaboration
  - Incident Chat launched from Incident Templates for 1x1 or group incident resolution via desktop devices.
  - Secure Collaboration via mobile app for incident resolution while away from the office.
  - Smart Conference (including 4 bridge lines) for resolution of events with global stakeholders.
  
- Contact Management
  - Visitor Engagement to ensure the safety of visitors to your sites through SMS keyword opt-in. (United States only)
  - Custom branded opt-in portal to collect contact information and subscriptions from your Contacts.
  - REST API to automate synchronization of Contact records.
  - Secure FTP for bulk managing Contact records via CSV-formatted files.



# Everbridge Mass Notification Deployment – North America

## Overview

The Everbridge Mass Notification (“MN”) Deployment follows a four-stage project methodology to provide a client with targeted communication to key audiences based upon business use cases. The service includes consulting & “Train the Trainer” assistance for system configuration, data management. Deployments are led by experienced consultant(s) with Critical Event Management (“CEM”) and technology expertise.

## Scope

Mass Notification is deployed via a single production instance of an Everbridge Software as a Service (“SaaS”) environment known as an organization. The scope of services is broken down into five primary areas.

**Data Management:** Provide a tailored data management strategy including an analysis of current data sources and fields (data map). Instructs client on methods to upload data into production environment (manual and/or automated) based on Everbridge data requirements (.CSV, SFTP, API)

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**System Configuration:** Pre-populate the system with optimized configuration and data settings. Provides hands on assistance with system configuration to allow administrators to learn as they are guided through the enablement of system functionality and features to include:

- Customizable caller ID, greetings, broadcast settings and custom voice recording
- Mass Notification message configuration (i.e., Standard, Polling, Conference Bridge)
- Setup of Mobile App for responders to coordinate and collaborate
- Configuration setup of Single Sign On (SSO)
- Configuration of Smart Conference audio conference bridging
- Configuration of Everbridge SmartWeather for up to 5 locations
- Configuration of Custom From Email (see appendix for Client Requirements)
- Configuration of visitor engagement keywords (5) to for opt-in to SMS message capability
- Access to Email ingestion or EB Broadcast API

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**Best Practices:** Detailed review of best practices compiled through years of software deployments illustrating lessons learned throughout and guidance to direct customers down their path to success. These practices include data management, global communications, effective messaging content and use of Everbridge University online tools as part of a training program.

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**Reporting & Analysis:** Provides reporting capabilities to analyze the effectiveness of sent messages (i.e., confirmation, type of delivery paths, completeness of contact data)

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**System Training & Proficiency:** Includes remote delivery of system administrator and system end user training courses.

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## Delivery Milestones

### System Provisioning:

- Default system & notification settings configuration; turnkey templates.
- Access to self-paced video training for end users in Everbridge University.
- Access to user accounts and hand-off to stakeholders based on user roles and permissions.

### Project Kickoff Meeting:

- Prepare agenda and establish invite of attendees.
- Generation of kick-off presentation and conduction of meeting.

### System Configuration:

- Initiate data import process from Human Resources (“HR”) system of record using Everbridge data format.
- Create Notifications/Incidents to satisfy use cases for messaging against uploaded contact data.
- Review reporting functionality for real time analysis.

### System Training & Proficiency:

- Admin Training focused on enablement of core Everbridge Power Users. Suggested Topics Below:
  - System Settings
  - Contact Data Management
  - Message Sending
  - Role Based Access Controls
  - Reporting

### Go-Live:

- Work with Client to verify solution performance and obtain signoff for operational use.
- Introduction and transition of Customer key contacts to Everbridge Technical Support.

### Activities Not in Scope (additional services not covered can be scoped and priced as a custom Statement of Work or project Change Order):

- Onsite training (requires a minimum of 2 consecutive days at (1) client location)

- Development & maintenance of custom data integrations into Everbridge.
- Integration with any data, risk management, badging, travel, Wi-Fi, CRM, or other IoT systems.

## Year 1: One-Time Deployment Services\*

Use Case	Costs (USD)
Solution Design Document	As quoted based on total contact/asset count
Project Plan	
User Training for Administrators	

### Deployment Profile

This deployment package is modeled to support organizations who have internal resources to support the deployment of Everbridge and can train the various administrators that will be using the application. This package does not include any support for migrating data from 1 or more legacy systems.

### \*Completion Criteria

The engagement is considered complete upon the delivery of the Professional Services milestones outlined within this inclusion sheet.

### \*Terms & Conditions

The Professional Services rendered pursuant to this inclusion sheet shall be valid and usable for the lesser of six (6) months or the remainder of the current term. At the contract end date all remaining consulting support will expire and will no longer be valid.

## Appendix

### Custom From Email Address

The Custom From E-Mail Address feature allows users to change the e-mail address of the sender that a recipient may see in their inbox or after the recipient opens the e-mail. When using the Custom From E-Mail Address, the "from" e-mail address for your notifications can be set to a value of your choosing (within your own domain).

It is recommended to configure an e-mail subdomain to associate with Everbridge e-mail notifications. This is because configuring a DNS SPF record to authorize everbridge.net or everbridge.eu to send e-mails from your domain is required in order to use this feature. Configuring a subdomain for this specific purpose means you won't need to modify your primary domain for Everbridge.

Please note that configuring a DNS SPF record is specific to everbridge.net and everbridge.eu. Do not configure an SPF record for everbridge.com.

#### Custom From E-Mail Implementation steps (Client responsibility)

1. Identify/provision the full e-mail address(es) you want to provide to Everbridge as your custom Custom From E-Mail Address, e.g., noreply@alerts.yourdomain.com.
  - The e-mail address must be a valid e-mail inbox.
  - Everbridge will not provide sub-domain e-mail addresses off the "everbridge.net" domain.
  - Everbridge will not provision or manage an Internet domain on your behalf.
  - Everbridge will not manage your e-mail security settings on your behalf.
2. Modify the DNS SPF record to authorize everbridge.net to send e-mails with your domain in the **Custom From E-Mail Address**.
  - **This step cannot be omitted. An SPF record that includes everbridge.net is absolutely required.**
  - Using a subdomain such as alerts.yourdomain.com will prevent the need for you to grant SPF permission for your entire domain. The example below demonstrates one possible way to modify a DNS SPF record, but might not be the best for all use cases. Everbridge recommends any network configurations be evaluated by your network operations team in order to determine the most effective modification.
    - example: "v=spf1 include:everbridge.net -all"
3. Provide the custom Custom From E-Mail Address value(s) to Everbridge.
  - If you want a different Custom From E-Mail Address value for each Everbridge organization, then provide the name of the organization and the desired Custom From E-Mail Address value for each organization.
  - An Everbridge team member will set the Custom From E-Mail Address to the e-mail address you provide for each organization.
  - The Everbridge application will use the above addresses for all e-mails when these values are populated in your outbound e-mail profile.
4. Test sending notification e-mails and administrative e-mails from your Everbridge account.
  - Define expected results for the changes outlined above.
  - Send notifications from your Everbridge account to a small number of recipients who are expecting your test notifications.
  - Perform the necessary action to send administrative e-mails from your Everbridge Account.
  - Confirm expected results from all recipients.
  - Finalize your outbound e-mail configuration in your Everbridge account and your DNS/e-mail servers.

**Mojave Air & Space Port  
Treasurer's Report  
For the month ended March 31, 2024**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
<b>Beginning Balance</b>	<b>\$ 2,870,432.01</b>	<b>\$ 3,310,373.82</b>	<b>\$ 3,333,159.11</b>	<b>\$ 9,513,964.94</b>
Receipts:				
Operating Revenues	1,765,748.07	-	-	1,765,748.07
Interest Income	138.34	12,186.75	-	12,325.09
Tax Proceeds	-	28,323.21	-	28,323.21
<b>Total Receipts</b>	<u>1,765,886.41</u>	<u>40,509.96</u>	<u>-</u>	<u>1,806,396.37</u>
Expenditures:				
Operating Expenses	(1,054,693.94)	-	-	(1,054,693.94)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<u>(1,054,693.94)</u>	<u>-</u>	<u>-</u>	<u>(1,054,693.94)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
<b>Total Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Balance</b>	<b><u>\$ 3,581,624.48</u></b>	<b><u>\$ 3,350,883.78</u></b>	<b><u>\$ 3,333,159.11</u></b>	<b><u>\$ 10,265,667.37</u></b>

The Mojave Air & Space Port unencumbered cash is on deposit bearing interest at various rates, in accordance with the District's Investment Policy.

## Mojave Air & Space Port Fuel Inventory Report

**MARCH 2024**

<b>JET A</b>		
Beginning Inventory	76,035	
Gallons Delivered		
Gallons Purchased	150,760	
Defuels	-	
Total Gallons Delivered	150,760	
Gallons Pumped		
Gallons Sold	133,630	
Refuels	-	
Tank farm/Line truck sumps	95	
Delivery Samples	19	
Total Gallons Pumped	133,744	
Ending Inventory	93,051	
Physical Check	90,656	
Inventory Value at	3.61	<b>\$327,268.16</b>

<b>AVGAS</b>		
Beginning Inventory		8,017
Gallons Delivered		
Gallons Purchased		8,554
Gallons Pumped		
Gallons Sold		4,512
Tank farm/Line truck sumps		5
Delivery Samples		-
Total Gallons Pumped		4,517
Ending Inventory		12,054
Physical Check		11,828
Inventory Value at	5.70	<b>\$67,419.60</b>

<b>LUBRICANTS</b>		
Beginning Inventory	133	
Quarts Purchased	0	
Quarts Sold	0	
Ending Inventory	133	
Physical Check	133	
Aeroshell 110; 100W; 15/50 Multi 97@ \$8.35; 8@ \$8.35; 28@ \$11.29		<b>\$1,192.87</b>

<b>PRIST</b>		
Beginning Inventory		8.6
Cans Purchased		50
Cans Sold		0
Ending Inventory		59
Physical Check - Cans		117
Physical Check - Bulk		5.9
117 CANS @ \$7.40; 5.9 Gallons @ 132		<b>\$1,644.60</b>

<b>UNLEADED FUEL</b>		
Beginning Inventory	613.6	
Gallons Purchased	487.0	
Gallons Used	559.0	
Ending Inventory	541.6	
Physical Check	748.8	
Inventory Value at	\$3.84	<b>\$2,874.64</b>

<b>DIESEL FUEL</b>		
Beginning Inventory		811.2
Gallons Purchased		359.0
Gallons Used		292.1
Ending Inventory		878.1
Physical Check		832.0
Inventory Value at	\$4.22	<b>\$3,510.21</b>

**March 2024 Fuel Inventory                    \$403,910.08**

**March Gallons Sold                    138,142**  
**Year to Date                                847,978**

**MOJAVE AIR & SPACE PORT**  
**Revenue and Expense by Function**  
**For the Nine Months Ending Sunday, March 31, 2024**

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	Total
<b>Operating Revenue</b>					
Fuel Sales & Services	4,884	-	3,845,546	-	3,850,430
Cost of Fuel & Lubricants Sold	-	-	2,916,438	-	2,916,438
<b>Gross Profit on Fuel Sales &amp; Services</b>	<b>4,884</b>	<b>-</b>	<b>929,109</b>	<b>-</b>	<b>933,993</b>
Rents & Leases	4,425,377	1,562,134	3,039	30,966	6,021,516
Other Revenue	-	-	1,169	223,559	224,728
<b>Total Operating Revenue</b>	<b>4,430,260</b>	<b>1,562,134</b>	<b>933,316</b>	<b>254,525</b>	<b>7,180,236</b>
<b>Operating Expense</b>					
Salaries & Benefits	1,194,628	817,382	874,183	481,121	3,367,314
Noncapitalized Equipment	53,620	17,701	9,194	9,699	90,214
Supplies	55,818	25,781	69,153	12,916	163,668
Licensing & Software	26,084	15,526	14,946	18,631	75,187
Communications	19,010	11,691	11,130	8,134	49,965
Training & Travel	2,526	1,100	1,060	56,695	61,381
Permits & Fees	3,396	-	4,179	3,542	11,117
Repairs & Maintenance	293,371	172,254	107,598	4,326	577,550
Engineering Services	123,002	82,407	57,571	51,221	314,201
Legal & Accounting Services	64,896	-	-	123,884	188,779
Operating Services	347,286	101,295	109,327	59,572	617,480
Bad Debts	-	3,106	-	-	3,106
Dues & Subscriptions	8,468	4,942	4,904	13,480	31,793
Insurance	117,059	76,176	117,059	76,176	386,470
Marketing	6,162	6,149	6,149	43,540	62,002
Rent Expense	7,520	3,421	75,504	3,243	89,688
Utilities	122,799	178,296	42,760	42,507	386,361
Tenant Retention	3,166	3,166	-	-	6,331
Miscellaneous	2,456	2,668	18,187	38,708	62,018
Depreciation	723,179	25,304	1,148,188	40,141	1,936,812
Expense Reimbursements	-	-	(29,598)	(113,151)	(142,749)
<b>Total Operating Expense</b>	<b>3,174,444</b>	<b>1,548,365</b>	<b>2,641,494</b>	<b>974,386</b>	<b>8,338,689</b>
<b>Excess (Deficit) of Operating Revenue over Operating Expense</b>					
	<b>1,255,816</b>	<b>13,769</b>	<b>(1,708,177)</b>	<b>(719,860)</b>	<b>(1,158,452)</b>
<b>Nonoperating Revenue</b>					
Property Taxes	420,781	140,260	-	-	561,041
Interest Income	-	-	-	101,550	101,550
Other Nonoperating Revenue	-	-	-	1,450	1,450
<b>Total Nonoperating Revenue</b>	<b>420,781</b>	<b>140,260</b>	<b>-</b>	<b>103,000</b>	<b>664,041</b>
<b>Nonoperating Expense</b>					
Other Nonoperating Expense	-	-	952	-	-
<b>Total Nonoperating Expense</b>	<b>-</b>	<b>-</b>	<b>952</b>	<b>-</b>	<b>-</b>
<b>Excess (Deficit) of Revenue over Expense</b>					
	<b>1,676,597</b>	<b>154,029</b>	<b>(1,709,130)</b>	<b>(616,860)</b>	<b>(494,411)</b>
<b>FAA Projects</b>					
Grants In Aid-Federal/State	-	-	1,302,181	-	1,302,181
FAA Projects Expense	-	-	-	1,218,621	1,218,621
<b>Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense</b>	<b>-</b>	<b>-</b>	<b>1,302,181</b>	<b>(1,218,621)</b>	<b>83,561</b>
<b>Reserve Designations</b>					
Infrastructure Projects	-	-	-	815,741	815,741
Property Investments	-	-	-	105,000	105,000
Building Improvements	-	-	-	416,254	416,254
Equipment	-	-	-	116,175	116,175
Employee Benefits	-	-	-	250,000	250,000
<b>Total Reserve Designations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,703,170</b>	<b>1,703,170</b>

**Mojave Air & Space Port**  
**Customers Over 90 Days Past Due**

	<b>1-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90+ Days</b>	<b>TOTAL</b>	<b>Comments</b>
American Verde Technologies	0.00	0.00	15.65	1,654.35	1,670.00	Vacated Property - should be sending payment
High Desert Wireless	0.00	0.00	0.00	0.00	601.30	Vacated Property - making payments
<b>Aged AR as 3/18/2024</b>	<b>989,589.09</b>	<b>1,376.41</b>	<b>14,164.91</b>	<b>1,654.35</b>	<b>1,006,784.76</b>	



	January	February	March	April	May	June	July	August	September	October	November	December																										
<b>Total Income</b>	\$ 22,428.35	\$ 16,924.12	\$ 20,233.60	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																										
<b>Total Expenses</b>	\$ 18,111.16	\$ 17,344.25	\$ 14,937.20	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00																										
<b>Net Income</b>	\$ 4,317.19	\$ (420.13)	\$ 5,296.40	\$ (560.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)																										
<b>MEMBERSHIPS</b>	683	605	632	0	0	0	0	0	0	0	0	0																										
<b>New Members</b>	85	63	71	0	0	0	0	0	0	0	0	0																										
<b>Cancelled Members</b>	52	36	31	0	0	-56	0	0	0	0	0	0																										
<b>Net Change</b>	33	27	40	0	0	-1	0	0	0	0	0	0																										
<b>Notes for board:</b>	<u>JANUARY:</u>	Of the 50 cancellations, 13 moved, 8 had work transfers, 11 were too busy, 3 don't use the gym enough, 2 signed up for a local gym, 1 began physical therapy, and the other 12 were cancelled because of missed payments or unknown reasons.																																				
	<u>February:</u>	Of the 44 cancellations, 7 had work transfers, 3 for financial reasons, 1 began going to their local gym, 6 were too busy, 11 were leaving the Mojave area, 2 were only visiting the area, 1 was pregnant and the other 13 were cancelled because of missed payments or unknown reasons.																																				
	<u>March:</u>	Of the 31 cancellations, 3 had temporary memberships, 11 are leaving the town of Mojave, 2 were due to health issues, 6 had work transfers, 6 were too busy, and 1 is going to a new gym and the other 2 were cancelled because of unknown reasons.																																				
	<u>April:</u>																																					
	<u>May:</u>																																					
	<u>June:</u>																																					
	<u>July:</u>																																					
	<u>August:</u>																																					
	<u>September:</u>																																					
	<u>October:</u>																																					
	<u>November:</u>																																					
	<u>December:</u>																																					



## **STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Floyd VanWey, Director of Facilities

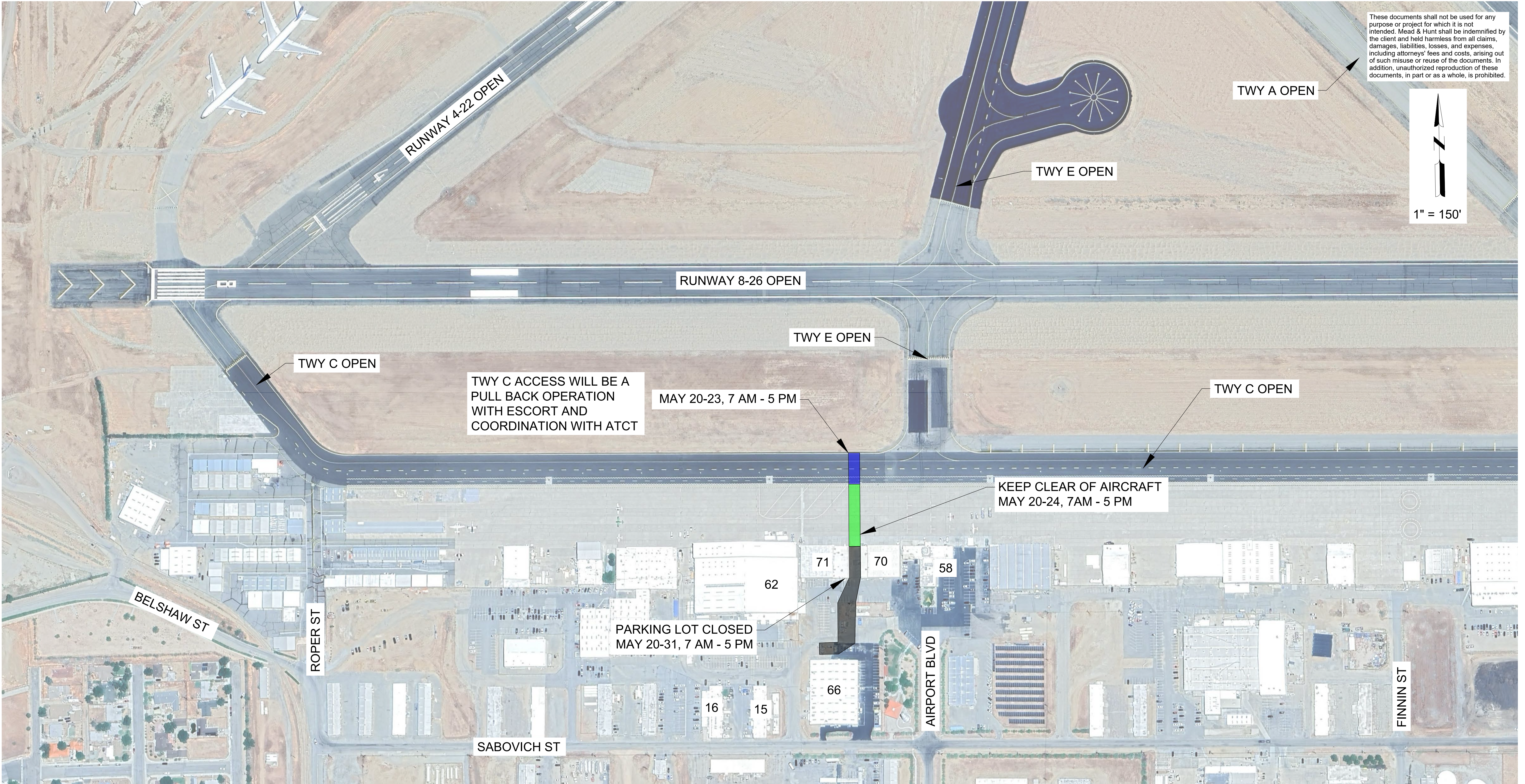
**SUBJECT:** Facilities Report

**MEETING DATE:** May 7, 2024

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- I. Taxiway A Rehabilitation
  - a. Mobilization begins 5/13/24.
  - b. Ramp Construction will begin 5/20/2024 and span approximately 6-8 weeks.
- II. Roper Water Main Improvement
  - a. Water line and all hydrant and services are now active.
  - b. Certificate of Substantial Completion issued April 30, 2024
  - c. The contractor will complete any punch list items within 30 days.
- III. Hydraulic Model
  - a. The outstanding building data has been collected and M&H will begin to update their preliminary model once the data has been reviewed. Lessons learned during the Roper Water Main Improvement will also be incorporated into the revised model.
- IV. A 6" auxiliary water main valve affecting Building 65 is scheduled for shut down and repair on 5/10/2024, the impairment will extend to Hangars 63,13, and 78.
- V. Staff have increased weed abatement efforts on both the landside and airside, and herbicide applications are ongoing airport wide. Extra attention is being placed on the Rail Spur, and on the Airfield in preparation for this week's 5010 Inspection.

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**APRON & TWY C ACCESS - EFFECTIVE 5/20-5/24 0700-1700**  
**PARKING LOT RESTRICTED ACCESS - EFFECTIVE 5/20-5/31**



**DRAFT**

**MOJAVE AIR AND SPACE PORT  
NEW HOMERUN AIRFIELD LIGHTING PROJECT**



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AIR & SPACE PORT  
AT RUTAN FIELD

## CEO REPORT

**TO:** MASP Board of Directors  
**FROM:** Arielle Sewell, Acting CEO  
**MEETING DATE:** May 7, 2024

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### Updates

**Hangar Development Update** – Met with Lindsay Gibson from Local Equity, discussed some of the hurdles they've been facing with the process and worked with Lynn to work on a path forward with the project.

**Inspection** - CalTrans Division of Aeronautics will be coming out this month to conduct FAA Airport Master Record (FAA Form 5010-1) update and State permit compliance inspection. Anticipated inspection date is either May 15 or May 28, weather depending.

**Operations Count** – Total operations count for the month of April 2024 was 1,273 operations, down from 1,525 operations in April 2023. Frequent high winds delayed flights and may be a contributor to the flight count decrease.

### **Highlights** –

- Global Airlines A380 departed April 30<sup>th</sup>. The founder of the airline showed immense appreciation and gratitude for the airport and our continuous support during this transition.
- The Airmanship Foundation and Mojave Transportation museum are bringing back the Mojave Experimental Fly In October 18<sup>th</sup> and 19<sup>th</sup>. Like past events, MASP will provide Air Traffic Control Tower support, use of the Event Center, and a fuel discount. In exchange, the District will be promoted and will have higher than normal fuel sales from the anticipated 90 aircraft flying in.

Airport Operations  
**Snapshot Local Time**  
 Start Date 04/01/2024 00:00 LT  
 End Date 04/30/2024 23:59 LT

Creation 05/01/2024 08:48  
 User arielle\_sewell  
 Customer ID KMHV

### Summary

Landings		Take-Offs		Totals	
Single Engine	456	Single Engine	409	Single Engine	865
Single Engine Turbine	41	Single Engine Turbine	43	Single Engine Turbine	84
Multi Engine	25	Multi Engine	25	Multi Engine	50
Multi Engine Turbine	45	Multi Engine Turbine	46	Multi Engine Turbine	91
Business Jet	43	Business Jet	40	Business Jet	83
Jet 4	1	Jet 4	2	Jet 4	3
Helicopter	13	Helicopter	8	Helicopter	21
Military	33	Military	36	Military	69
Military Helicopter	1	Military Helicopter	0	Military Helicopter	1
Light Sport Aircraft	4	Light Sport Aircraft	2	Light Sport Aircraft	6
<b>TOTAL</b>	<b>662</b>	<b>TOTAL</b>	<b>611</b>	<b>TOTAL</b>	<b>1273</b>

### FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	353	A1	327	A1	680
A2	4	A2	3	A2	7
B1	42	B1	43	B1	85
B2	46	B2	48	B2	94
C1	3	C1	3	C1	6
C2	2	C2	2	C2	4
D1	17	D1	16	D1	33
D2	1	D2	1	D2	2
HEL	14	HEL	8	HEL	22
UKN	180	UKN	160	UKN	340
<b>TOTAL</b>	<b>662</b>	<b>TOTAL</b>	<b>611</b>	<b>TOTAL</b>	<b>1273</b>



AIR & SPACE PORT  
AT RUTAN FIELD

## CEO AUTHORIZED ITEMS

### Property Rented

Ghosh- Hangar 903- Month to Month

### Authorized Payments

BOARD MEETING: 5/7/24	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	4/26/2024	88,824.80		88,824.80
	5/2/2024	37,008.78		37,008.78
EFT'S	4/24/2024		155,339.42	155,339.42
		125,833.58	155,339.42	281,173.00
BOD CHECK	64931	59,683.85		
	64932	3,446.00		
	64933	66,367.92		
	64934	11,683.75		
CHECK TOTAL		141,181.52		141,181.52
VOID CHECK	64829	59,683.85		
TOTAL ALL CHECKS & EFT'S				422,354.52

Date: Thursday, April 25, 2024  
 Time: 01:39PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 10-24 As of: 4/25/2024

Page: 1 of 6  
 Report: 03630.rpt  
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
064872	CK	4/25/2024	0109 AT&T	10-24	056170	VO	7134122793/0424	4/7/2024	0.00	121.45
064872	CK	4/25/2024	0109 AT&T	10-24	056171	VO	8123831139/0424	4/7/2024	0.00	121.45
064872	CK	4/25/2024	0109 AT&T	10-24	056172	VO	2429683334/0424	4/1/2024	0.00	581.25
<b>Check Total</b>										<b>824.15</b>
064873	CK	4/25/2024	0187 AFLAC	10-24	056222	VO	748584/0424	5/15/2024	0.00	989.64
064874	CK	4/25/2024	0222 ADB Safegate	10-24	056155	VO	90153213	4/5/2024	0.00	3,964.86
064875	CK	4/25/2024	0350 Clarks Pest Control	10-24	056178	VO	35119274	4/16/2024	0.00	140.00
064875	CK	4/25/2024	0350 Clarks Pest Control	10-24	056179	VO	35119277	4/16/2024	0.00	62.00
064875	CK	4/25/2024	0350 Clarks Pest Control	10-24	056180	VO	35119276	4/16/2024	0.00	63.00
064875	CK	4/25/2024	0350 Clarks Pest Control	10-24	056181	VO	35119278	4/16/2024	0.00	106.00
<b>Check Total</b>										<b>371.00</b>
064876	CK	4/25/2024	0365 Consolidated Electrical Dist.	10-24	056173	VO	3978-1051453	4/11/2024	0.00	371.69
064877	CK	4/25/2024	0474 Alma Del Rio	10-24	056206	VO	041624	4/22/2024	0.00	522.00
064877	CK	4/25/2024	0474 Alma Del Rio	10-24	056207	VO	041724	4/22/2024	0.00	495.00
064877	CK	4/25/2024	0474 Alma Del Rio	10-24	056208	VO	041624	4/22/2024	0.00	272.00
064877	CK	4/25/2024	0474 Alma Del Rio	10-24	056237	VO	040924/BOOTS	4/10/2024	0.00	194.80
<b>Check Total</b>										<b>1,483.80</b>
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24	056150	VO	19Q3HPQV39NX	4/10/2024	0.00	48.67
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24	056151	VO	1V4HHWHWD973	4/11/2024	0.00	253.61
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24	056157	VO	1V4NWKX6J3VH	4/12/2024	0.00	537.68

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				To Post	Closed						
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056163	VO	1VQXP73WCL9V	2/27/2024	0.00	39.86
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056195	VO	196KTTFNC7PD	4/23/2024	0.00	219.82
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056196	VO	14LC3TWW9FWK	4/19/2024	0.00	16.22
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056197	VO	16G31XCQM4LL	4/21/2024	0.00	38.76
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056198	VO	1XDKGH4N1GHV	4/22/2024	0.00	84.70
064878	CK	4/25/2024	0557 Amazon Capital Services, Inc.	10-24		056233	VO	1JF9RPJWQMKM	4/25/2024	0.00	41.14
<b>Check Total</b>											<b>1,280.46</b>
064879	CK	4/25/2024	0717 Geographic Data and	10-24		056238	VO	GD109726	4/5/2024	0.00	3,630.00
064880	CK	4/25/2024	0737 Flewelling & Moody, Inc.	10-24		056152	VO	47542	2/29/2024	0.00	747.50
064881	CK	4/25/2024	0773 Grainger	10-24		056225	VO	9081928179	4/10/2024	0.00	747.48
064882	CK	4/25/2024	0850 Herc Rentals	10-24		056203	VO	34442996-001	4/16/2024	0.00	2,650.56
064883	CK	4/25/2024	0897 Core and Main LP	10-24		056158	VO	U628722	4/11/2024	0.00	139.62
064883	CK	4/25/2024	0897 Core and Main LP	10-24		056176	VO	U628636	4/15/2024	0.00	428.42
<b>Check Total</b>											<b>568.04</b>
064884	CK	4/25/2024	0898 IML Security Supply	10-24		056148	VO	4037806	4/9/2024	0.00	324.76
064884	CK	4/25/2024	0898 IML Security Supply	10-24		056229	VO	4049186	4/18/2024	0.00	243.57
064884	CK	4/25/2024	0898 IML Security Supply	10-24		056230	VO	4048844	4/18/2024	0.00	46.02
<b>Check Total</b>											<b>614.35</b>
064885	CK	4/25/2024	1103 KERN COUNTY DEPT.	10-24		056142	VO	170720378	3/19/2024	0.00	28.98
064886	CK	4/25/2024	1105 Karl's Hardware & Rental	10-24		056202	VO	13313	4/18/2024	0.00	358.76



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064887	CK	4/25/2024	1161 Kern Auto Parts Inc	10-24	056149	VO	997243	4/9/2024	0.00	13.52
064887	CK	4/25/2024	1161 Kern Auto Parts Inc	10-24	056204	VO	997510	4/15/2024	0.00	52.37
									<b>Check Total</b>	<b>65.89</b>
064888	CK	4/25/2024	1178 Kimley-Horn and Associates, Inc.	10-24	056221	VO	27626408	3/31/2024	0.00	6,525.00
064889	CK	4/25/2024	1185 Michael F. Khanchalian, D.D.S.,	10-24	056210	VO	041624/BURCH	4/19/2024	0.00	188.00
064890	CK	4/25/2024	1214 Lancaster Flooring, Inc.	10-24	056159	VO	105452	4/5/2024	0.00	223.00
064891	CK	4/25/2024	1254 Lincoln Nat'l Life Ins. Co.	10-24	056183	VO	4691229103	4/11/2024	0.00	896.40
064892	CK	4/25/2024	1315 McMaster-Carr	10-24	056223	VO	25253519	4/11/2024	0.00	790.68
064892	CK	4/25/2024	1315 McMaster-Carr	10-24	056224	VO	25011776	4/8/2024	0.00	227.84
064892	CK	4/25/2024	1315 McMaster-Carr	10-24	056227	VO	25648610	4/18/2024	0.00	188.40
064892	CK	4/25/2024	1315 McMaster-Carr	10-24	056228	VO	25103914	4/9/2024	0.00	1,316.82
									<b>Check Total</b>	<b>2,523.74</b>
064893	CK	4/25/2024	1372 Mojave Public Utility District	10-24	056193	VO	03241/0324	4/12/2024	0.00	10,213.34
064894	CK	4/25/2024	1373 Mojave Public Utility District	10-24	056192	VO	03242/0324	4/12/2024	0.00	292.00
064895	CK	4/25/2024	1390 Mission Linen Supply	10-24	056174	VO	521398174	4/11/2024	0.00	145.49
064895	CK	4/25/2024	1390 Mission Linen Supply	10-24	056175	VO	521398179	4/11/2024	0.00	134.90
064895	CK	4/25/2024	1390 Mission Linen Supply	10-24	056234	VO	521442991	4/18/2024	0.00	131.99
064895	CK	4/25/2024	1390 Mission Linen Supply	10-24	056235	VO	521442990	4/18/2024	0.00	145.49

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064896	CK	4/25/2024	1501 Office Depot	10-24	056201	VO	0424	4/16/2024		522.50
									<b>Check Total</b>	<b>557.87</b>
064897	CK	4/25/2024	1670 Linde Gas & Equipment Inc.	10-24	056160	VO	42277806	4/13/2024	0.00	3,332.80
064897	CK	4/25/2024	1670 Linde Gas & Equipment Inc.	10-24	056200	VO	42427389	4/23/2024	0.00	195.36
									<b>Check Total</b>	<b>3,528.16</b>
064898	CK	4/25/2024	1705 QT Petroleum on Demand	10-24	056147	VO	0254-SP2024	4/10/2024	0.00	1,675.00
064899	CK	4/25/2024	1800 Ramos Strong Inc	10-24	056145	VO	0399405	4/8/2024	0.00	2,255.93
064900	CK	4/25/2024	1896 Speedy Car Wash	10-24	056143	VO	7042	4/10/2024	0.00	200.00
064901	CK	4/25/2024	1925 Sparkletts	10-24	056177	VO	13703338 041124	4/11/2024	0.00	1,301.35
064902	CK	4/25/2024	1950 Society of Exp. Test Pilots	10-24	056146	VO	67143	4/11/2024	0.00	3,000.00
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056139	VO	12285395/MAR	4/10/2024	0.00	560.86
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056212	VO	870730749/0424	4/17/2024	0.00	3,883.84
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056214	VO	12285395/040424	4/4/2024	0.00	3,115.26
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056215	VO	12285395/041724	4/17/2024	0.00	21.56
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056217	VO	16545683/041724	4/17/2024	0.00	1,774.49
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056218	VO	96090594/041724	4/17/2024	0.00	1,089.29
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056219	VO	67612605/040124	4/1/2024	0.00	904.57
064903	CK	4/25/2024	1952 Southern California Edison	10-24	056220	VO	70730749/042324	4/23/2024	0.00	12,624.38
									<b>Check Total</b>	<b>23,974.25</b>

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				To Post	Closed						
064904	CK	4/25/2024	1954 Southern California Gas	10-24		056166	VO	11545997/B-1	4/12/2024	0.00	598.77
064904	CK	4/25/2024	1954 Southern California Gas	10-24		056167	VO	31545767/B-5	4/12/2024	0.00	264.18
064904	CK	4/25/2024	1954 Southern California Gas	10-24		056168	VO	61545001/B-580	4/12/2024	0.00	446.28
064904	CK	4/25/2024	1954 Southern California Gas	10-24		056169	VO	89363938/B137	4/12/2024	0.00	366.86
064904	CK	4/25/2024	1954 Southern California Gas	10-24		056199	VO	34670645/B 139	4/12/2024	0.00	190.59
<b>Check Total</b>											<b>1,866.68</b>
064905	CK	4/25/2024	1996 State Water Resources Control	10-24		056232	VO	SW-0292485	4/3/2024	0.00	1,818.00
064906	CK	4/25/2024	2014 Sharper Landscaping Services	10-24		056226	VO	6546	4/15/2024	0.00	800.00
064907	CK	4/25/2024	2045 Shreds Unlimited Inc	10-24		056156	VO	26119/0524	4/11/2024	0.00	40.00
064908	CK	4/25/2024	2080 Tabbara Corporation	10-24		056231	VO	4696	4/11/2024	0.00	2,160.00
064909	CK	4/25/2024	2136 UNUM Life Ins. Co.	10-24		056194	VO	0524	4/9/2024	0.00	3,274.87
064910	CK	4/25/2024	2334 Walsworth	10-24		056153	VO	622883	2/29/2024	0.00	554.73
064911	CK	4/25/2024	2347 Kyle Olsen	10-24		056209	VO	040524/BOOTS	4/22/2024	0.00	189.00
064912	CK	4/25/2024	2450 Xerox Corporation	10-24		056165	VO	504496691/0424	4/3/2024	0.00	279.79
064913	CK	4/25/2024	3017 Carmelita Panko	10-24		056236	VO	APC CONF	4/25/2024	0.00	393.03
064914	CK	4/25/2024	3039 Adriana Huerta	10-24		056211	VO	041524	4/16/2024	0.00	400.00

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064915	CK	4/25/2024	3200 Timothy Mallon	10-24	056144	VO	040924	4/11/2024	0.00	375.00	
064915	CK	4/25/2024	3200 Timothy Mallon	10-24	056205	VO	041624	4/23/2024	0.00	100.00	
									<b>Check Total</b>	<b>475.00</b>	
Check Count:		44								<b>Acct Sub Total:</b>	<b>88,824.80</b>

Check Type	Count	Amount Paid
Regular	44	88,824.80
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>44</b>	<b>88,824.80</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>88,824.80</b>
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<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056259	VO	1L6PDHGQ4C7F	4/29/2024	0.00	312.45
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056260	VO	1K33NNGX3GGM	4/29/2024	0.00	18.38
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056262	VO	1GLXLDC3619	4/29/2024	0.00	171.04
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056263	VO	1G3YRX7X31V4	4/29/2024	0.00	598.65
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056264	VO	169PLV1T1XJ9	4/29/2024	0.00	41.09
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056268	VO	1W7WXDKPV3CT	4/25/2024	0.00	27.60
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056269	VO	11M4PWMC4W1Y	4/26/2024	0.00	920.11
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056270	VO	1F6VDFTW7FMD	4/26/2024	0.00	23.60
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056285	VO	1XJJWCNXRYH6	4/25/2024	0.00	398.96
064916	CK	5/2/2024	0557 Amazon Capital Services, Inc.	11-24	056291	VO	1RGQMDK6RJPR	5/1/2024	0.00	37.78
<b>Check Total</b>										<b>2,549.66</b>
064917	CK	5/2/2024	0712 FRANCOTYP POSTALIA, INC	11-24	056265	VO	RI106184548	4/10/2024	0.00	144.34
064918	CK	5/2/2024	0751 The Gibbons Family LLC	11-24	056258	VO	INVST PMT 0424	4/30/2024	0.00	6,471.55
064919	CK	5/2/2024	0842 J. Hitchcock Riverwest	11-24	056256	VO	INVST PMT 0424	4/30/2024	0.00	4,314.37
064920	CK	5/2/2024	0897 Core and Main LP	11-24	056292	VO	U805979	5/1/2024	0.00	1,587.27
064921	CK	5/2/2024	1106 Elmer F. Karpe, Inc.	11-24	056257	VO	INVST PMT 0424	4/30/2024	0.00	10,785.92
064922	CK	5/2/2024	1161 Kern Auto Parts Inc	11-24	056286	VO	998059	4/25/2024	0.00	29.21

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			Vendor Name		To Post	Closed						
064923	CK	5/2/2024	1800	Ramos Strong Inc	11-24		056267	VO	399851	4/19/2024	0.00	1,325.50
064924	CK	5/2/2024	1803	Race Telecommunications, Inc.	11-24		056287	VO	RC1175882	5/1/2024	0.00	488.50
064924	CK	5/2/2024	1803	Race Telecommunications, Inc.	11-24		056288	VO	RC1175607	5/1/2024	0.00	742.25
<b>Check Total</b>											<b>1,230.75</b>	
064925	CK	5/2/2024	1952	Southern California Edison	11-24		056261	VO	870730749/0424	4/22/2024	0.00	55.35
064926	CK	5/2/2024	2014	Sharper Landscaping Services	11-24		056289	VO	6554/0424	5/1/2024	0.00	2,400.00
064927	CK	5/2/2024	2219	Verizon Connect Fleet USA	11-24		056290	VO	362000056624	5/1/2024	0.00	1,510.75
064928	CK	5/2/2024	2230	Verizon Wireless	11-24		056271	VO	9961478203	4/12/2024	0.00	1,882.87
064929	CK	5/2/2024	2253	Waste Management Kern	11-24		056282	VO	23363548084/TH	5/1/2024	0.00	969.00
064929	CK	5/2/2024	2253	Waste Management Kern	11-24		056283	VO	23356148082/B1	5/1/2024	0.00	488.00
064929	CK	5/2/2024	2253	Waste Management Kern	11-24		056284	VO	23382248088/FH	5/1/2024	0.00	247.50
<b>Check Total</b>											<b>1,704.50</b>	
064930	CK	5/2/2024	3080	Mike Edmonds	11-24		056266	VO	041924	4/25/2024	0.00	1,016.74

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Check Count: 15

**Acct Sub Total: 37,008.78**

Check Type	Count	Amount Paid
Regular	15	37,008.78
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>15</b>	<b>37,008.78</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>37,008.78</b>
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AIR & SPACE PORT  
AT RUTAN FIELD

***Electronic Fund Transfers April 12, through April 24, 2024***

Date		Amount
4/12/2024	ACH DEBIT 3100 CALPERS	\$12,647.17
4/12/2024	ACH DEBIT 3100 CALPERS	\$3,122.09
4/15/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$26,690.22
4/15/2024	ACH DEBIT INVESTMENT DSTRS	\$300.00
4/15/2024	ACH DEBIT INVESTMENT DSTRS	\$250.00
4/17/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$26,686.88
4/19/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$26,785.12
4/22/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$1,320.00
4/22/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$718.00
4/22/2024	ACH DEBIT INVOICE PAYCHEX	\$181.86
4/23/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$53,738.47
4/24/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$2,884.61
4/24/2024	WIRE TRANSFER FEE	\$15.00
	TOTAL	\$155,339.42