

# MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

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

**Date:** June 27, 2022  
**Location:** Board Room  
1434 Flightline, Mojave, California  
**Time:** 2:00 p.m.

### **Zoom Video Conference:**

<https://us02web.zoom.us/j/88404513270?pwd=TCqIKvxgj1E8j2Y1wSed3IEl9vIQK8.1>

Phone: 669 900 9128  
Meeting ID: 884 0451 3270  
Passcode: 196438

## AGENDA

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

- A. Pledge of Allegiance
- B. Roll Call

#### **Via Zoom:**

Jimmy Balentine  
16301 Koch St.  
Mojave, CA 93501

Chuck Coleman  
501 N Ferry St.  
Ludington, MI 49431

- C. Approval of Agenda

### **2. Community Announcements**

Members of the audience may make announcements regarding community events.

### **3. Consent Agenda**

All items on the consent agenda are considered routine and non-controversial and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Action Items.

- A. Minutes of the Special Board Meeting June 3, 2022
- B. Minutes of the Regular Board Meeting June 7, 2022
- C. Minutes of the Special Budget Workshop Meeting June 13, 2022
- D. Check Register dated June 15, 2022, \$117,640.47
- E. Check Register dated June 16, 2022, \$ 71,454.00

### **4. Action Items**

- A. Resolution Approving a Budget and Establishing the Appropriations Limit for the Fiscal Year Commencing July 1, 2022 (Director of Administration)

- B. Resolution Amending BP 300 to Add a New Authorized Position (Director of Administration)
- C. Resolution to Amend BP 700 to add an Access Control Policy. (Director of Operations)
- D. Resolution Amending BP 400 as it relates to Insurance Requirements (CEO)
- E. FAA AIP Grant Offer # 3-06-0154-036-2022 Rehabilitation of Runway 12/30 – Phase 1 (CEO)
- F. FAA AIP Grant Offer # 3-06-0154-037-2022 Rehabilitation of Runway 12/30 – Phase 2 (CEO)
- G. Resolution Authorizing the Submittal of an Application, Acceptance of an Allocation of Funds and Execution of a Grant Agreement with the California Dept. of Transportation, for an Airport Improvement Program (AIP) Matching Grant (CEO)
- H. Adoption of Resolution Regarding Remote Meetings (Counsel)
- I. Pegasus, LLC- 5.5 Acres Unimproved Land Lease (CEO)

## 5. Reports

- A. CEO/GM Report
- B. Board Committee
- C. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda.

## 6. Public Comment on Items Not on the Agenda

Members of the public may make comments to the Board on items not on the agenda.

## **Adjournment**

This Agenda was posted on June 24, 2022, 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 accommodations 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  
PRINCIPLE FOCUS AS THE WORLD’S PREMIER CIVILIAN AEROSPACE TEST CENTER  
WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY**

## **BOARD OF DIRECTORS**

### **MINUTES OF THE SPECIAL MEETING ON JUNE 3, 2022.**

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

The meeting was called to order on Friday, June 3, 2022, at 12:02 p.m. by Director Barney.

**A. Pledge of Allegiance:** CEO Lindner led those assembled in the Pledge of Allegiance.

**B. Roll Call:**

Directors present in person: Balentine, Barney, Coleman, Morgan.

Directors absent: None

Others present: DOO Reid, DOA Rawlings

Others present via Zoom: Board Clerk Johansen, District Counsel Navé

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

#### **2. Action Items: Appointment to Fill Board Vacancy**

Director Barney reviewed with the Board the results of her interviews with the applicants to fill the vacancy, after which lengthy discussion ensued. The motion by Director Morgan to appoint Randa Milliron, seconded by Director Barney, failed with a 2-2 vote with Directors Coleman and Balentine voting no. Director Barney motioned to make a statement to the Board of Supervisors that they were unable to come to an appointment for the Vacant Board Seat and are recommending the seat remain vacant, seconded by Director Morgan the vote 3-1 with Director Balentine abstaining.

#### **3. COMMUNITY ANNOUNCEMENTS**

Director Coleman gave some information on the new “Top Gun Maverick” movie and its status as the number one movie in the world.

#### **4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

There were no public comments.



**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 12:59p.m.

\_\_\_\_\_  
Diane Barney, President

ATTEST

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

## **BOARD OF DIRECTORS**

### **MINUTES OF THE REGULAR MEETING ON JUNE 7, 2022.**

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

The meeting was called to order on Tuesday, June 7, 2022, at 2:02p.m. by Director Barney.

**A. Pledge of Allegiance:** District Counsel Navé led those assembled in the Pledge of Allegiance.

**B. Roll Call:**

Directors present via zoom and in person: Barney, Coleman, Morgan

Directors absent: Balentine

Others present: CEO Lindner, DOA Rawlings, DOF Van Wey, Security Chief Spandorf, Fire Chief Fararr and District Counsel Navé.

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

#### **2. COMMUNITY ANNOUNCEMENTS**

Grace Wang discussed with the Board the issues the Mojave Hangar Association is having in obtaining insurance that complies with the District's lease requirements and potential options.

#### **3. CONSENT AGENDA**

Upon motion by Director Morgan, seconded by Director Coleman, the Board unanimously approved the Consent Agenda.

A. Minutes of the Special Board Meeting May 26,2022

B. Check Register dated June 1, 2022, \$125,546.43

C. Resolution Declaring Certain Property Surplus

#### **4. ACTION ITEMS**

**A. Adoption of Resolution Regarding Remote Meetings**

Counsel Navé briefed the directors on this resolution. Directors discussed the adoption of the resolution. No action was taken.

**B. Resolution Amending BP 400 as it relates to Insurance**

CEO Linder discussed the proposed new insurance requirements, the topic was tabled to the next board meeting on June 21, 2022, to be able to gain better understanding on the insurance requirements from the MASP Insurance Broker.

#### **5. REPORTS**

**A. Financial Report**

DOA Rawlings presented the financial report for April 2022.

**B. Fire Report**

Chief Farrar presented the monthly Fire Dept. report.

**C. Facilities Report**

Facilities Director VanWey presented the monthly facilities report.

**D. DOO Report**

DOO Reid presented the Operations report and updated the board on all activities.

**E. CEO Report**

CEO Linder presented the CEO report and updated the Board on all ongoing and upcoming projects. Steve Irving presented the idea of airshows at MASP. CEO Lindner informed the board that the Kern County Economic Development has a board seat opening if any of our current Board members would like to be a part of that board.

**F. Board Committees**

There are no Board committees at this time.

**G. Board of Director Comments**

No Comments were made.

**6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

No public comments were made.

**7. CLOSED SESSION**

**A. Real Property Negotiations (Govt Code 54956.8)**

1. Property: Scaled Buildings 18 & 73

Parties: MASP, Scaled Composites

Negotiator: CEO, General Counsel

Terms: Lease Terms

**8. CLOSED SESSION REPORT**

In closed session, the board discussed lease negotiations with Scaled Composites Buildings 18 and 73. No other items were discussed, and no action was taken.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:26 p.m.

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Diane Barney, President

ATTEST

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Jimmy R. Balentine, Secretary

# **BOARD OF DIRECTORS**

## **MINUTES OF THE SPECIAL MEETING ON JUNE 13, 2022**

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

The meeting was called to order on Monday, June 13, 2022, at 2:07 p.m. by Director Barney.

A. **Pledge of Allegiance:** DOO Reid led those assembled in the Pledge of Allegiance.

**B. Roll Call:**

Directors present via in person and zoom: Balentine, Barney, Coleman, Morgan

Directors absent: None

Others present: CEO Lindner, DOA Rawlings, DOO Reid, DOT Buck.

**B. Approval of Agenda**

Upon motion by Director Coleman, seconded by Director Morgan, the Board unanimously approved the agenda.

### **2. Budget Workshop**

DOA Rawlings presented the proposed FY 2022-23 Budget. Staff and Directors discussed new vehicles for Security, and Operations, building improvements and Capital Improvements. Director Balentine joined the meeting at 2:36 p.m.

### **3. Public Comment on Items Not on the Agenda**

There were no Public Comments.

## **ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 4:00 pm.

ATTEST

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Diane Barney, President

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Jimmy R. Balentine, Secretary

Date: Wednesday, June 15, 2022  
 Time: 12:22PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-22 As of: 6/15/2022

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							
062372	CK	6/21/2022	0775 Granite Construction	12-22	051047	VO	PAY REQ #9	6/8/2022	0.00	32,839.03
062373	CK	6/21/2022	1960 Special District Risk Mgmt.	12-22	050855	VO	71718	5/16/2022	0.00	84,801.44

Check Count: 2

**Acct Sub Total: 117,640.47**

Check Type	Count	Amount Paid
Regular	2	117,640.47
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>2</b>	<b>117,640.47</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>117,640.47</b>
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Date: Thursday, June 16, 2022  
 Time: 03:52PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-22 As of: 6/16/2022

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							
062374	CK	6/21/2022	1031 Jake's Roofing and Coatings	12-22	051078	VO	1441	6/13/2022	0.00	71,454.00

Check Count: 1

**Acct Sub Total: 71,454.00**

Check Type	Count	Amount Paid
Regular	1	71,454.00
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>1</b>	<b>71,454.00</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>71,454.00</b>
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## STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Carrie Rawlings

**SUBJECT:** FY 22-23 Budget

**MEETING DATE:** June 27, 2022

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### **Background:**

Staff is presenting the FY 22-23 for Board approval. Items worth noting include:

- We are finishing up Taxiway C project and anticipate our 12-30 project to be approved this year. The FAA has approved the supplemental and discretionary funding for the 12/30 project.
  - o Revenue: \$12,531,589 (includes 5% funding)      Expense: \$12,921,667
- Cash reserve designations include:
  - o Infrastructure projects: \$1,875,000. Projects include items such as GA hangar site prep, GA pavement improvement, PAPI upgrade, compass rose calibration, gate improvements and pump house updates.
  - o Property investments: \$290,000. Investments include land and building acquisition.
  - o Building Improvements: \$925,000. Investments include replacement of roofs, GA Improvements, bathroom remodel, HVAC replacements and vault improvements.
  - o Equipment: \$554,117. Investments include radar, conference room updates, maintenance equipment, replacement vehicles and computer servers.
  - o Employee Benefits: \$250,000. Will include setting money aside for OPEB in our established trust.
- There are four new positions budgeted:
  - o Security Officer
  - o Technology Integrator
  - o (2) Maintenance
- Cost of living increase of 7% for employees that have been employed longer than 60 days.

### **Recommended Action:**

Approve the resolution and FY 22-23 budget as presented.

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOJAVE AIR AND SPACE PORT AFFIRMING ITS INVESTMENT POLICY,  
APPROVING A BUDGET, AND ESTABLISHING THE APPROPRIATIONS LIMIT  
FOR THE FISCAL YEAR COMMENCING JULY 1, 2022**

BE IT RESOLVED by the Board of Directors of the Mojave Air and Space Port as follows:

**1. Investment Policy.**

The investment policy adopted of November 7, 2017, as amended, is affirmed.

**2. Budget.**

The budget incorporated by this reference as Exhibit A, is approved for the fiscal year commencing July 1, 2022.

**3. Appropriations Limit.**

The appropriations limit of the District under California Constitution Article XIII B for the fiscal year commencing July 1, 2022, is \$2,209,998.00.

PASSED, APPROVED AND ADOPTED on June 21, 2022.

Aye:  
No:  
Abstain:  
Absent:

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Diane Barney, President

ATTEST

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Jimmy R. Balentine, Secretary



**MOJAVE AIR & SPACE PORT**  
**FY 22-23 Budget**

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	TOTAL 2022-2023 Budget
<b>Operating Revenue</b>					
Fuel Sales & Services	-	-	5,000,000	-	5,000,000
Cost of Fuel & Lubricants Sold	-	-	4,000,000	-	4,000,000
<b>Gross Profit on Fuel Sales &amp; Services</b>	-	-	<b>1,000,000</b>	-	<b>1,000,000</b>
Rents & Leases	5,461,200	1,771,200	73,800	73,800	7,380,000
Other Revenue	-	-	75,000	75,000	150,000
<b>Total Operating Revenue</b>	<b>5,461,200</b>	<b>1,771,200</b>	<b>1,148,800</b>	<b>148,800</b>	<b>8,530,000</b>
<b>Operating Expense</b>					
Salaries & Benefits	1,501,628	1,001,085	1,410,620	637,054	4,550,388
Noncapitalized Equipment	68,600	37,800	23,800	9,800	140,000
Supplies	50,400	26,600	46,200	16,800	140,000
Licensing & Software	50,000	33,750	18,750	22,500	125,000
Communications	81,600	16,800	13,200	8,400	120,000
Training & Travel	10,800	10,200	9,600	29,400	60,000
Permits & Fees	14,000	15,600	10,400	-	40,000
Repairs & Maintenance	405,000	225,000	112,500	7,500	750,000
Engineering Services	161,000	94,500	59,500	35,000	350,000
Legal & Accounting Services	125,000	-	-	125,000	250,000
Operating Services	444,000	103,600	133,200	59,200	740,000
Bad Debts	30,000				30,000
Dues & Subscriptions	12,650	7,700	8,800	25,850	55,000
Insurance	87,500	87,500	87,500	87,500	350,000
Marketing	15,000	15,000	15,000	105,000	150,000
Rent Expense	20,000	8,000	70,000	2,000	100,000
Utilities	128,000	196,000	40,000	36,000	400,000
Tenant Retention	50,000	50,000	-	-	100,000
Miscellaneous	9,000	9,000	36,000	36,000	90,000
Depreciation	891,000	27,000		1,782,000	2,700,000
Expense Reimbursements	-		(96,000)	(24,000)	(120,000)
<b>Total Operating Expense</b>	<b>4,155,178</b>	<b>1,965,135</b>	<b>1,999,070</b>	<b>3,001,004</b>	<b>11,120,388</b>
<b>Excess (Deficit) of Operating Revenue over Operating Expense</b>	<b>1,306,022</b>	<b>(193,935)</b>	<b>(850,270)</b>	<b>(2,852,204)</b>	<b>(2,590,388)</b>
<b>Nonoperating Revenue</b>					
Property Taxes	543,750	181,250	-	-	725,000
Interest Income	-	-	-	30,000	30,000
<b>Total Nonoperating Revenue</b>	<b>543,750</b>	<b>181,250</b>	<b>-</b>	<b>30,000</b>	<b>755,000</b>
<b>Excess (Deficit) of Revenue over Expense</b>	<b>1,849,772</b>	<b>(12,685)</b>	<b>(850,270)</b>	<b>(2,822,204)</b>	<b>(1,835,388)</b>
<b>FAA Projects</b>					
Grants In Aid-Federal/State	-	-	12,531,589	-	12,531,589
FAA Projects Expense	-	-	(12,921,667)		(12,921,667)
<b>Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense</b>	<b>-</b>	<b>-</b>	<b>(390,078)</b>	<b>-</b>	<b>(390,078)</b>
<b>Reserve Designations</b>					
Working Capital				5,560,194	5,560,194
Infrastructure Projects	-	-	-	1,875,000	1,875,000
Property Investments	-	-	-	290,000	290,000
Building Improvement	-	-	-	925,000	925,000
Equipment	-	-	-	554,117	554,117
Employee Benefits	-	-	-	250,000	250,000
<b>Total Reserve Designations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,454,311</b>	<b>9,454,311</b>



## STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Carrie Rawlings

**SUBJECT:** Policy 300

**MEETING DATE:** June 27, 2022

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### **Background:**

In our efforts to continue to make the team more efficient we have created a position as Technology Integrator. The Technology Integrator position is an addition to staff in the 22-23 budget to assist our Director of Technology. In addition, update section 3-1.03 to bring the amount up to date and only include up to 5% for merit raises with the approval from CEO.

### **Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

### **Recommended Action:**

Adopt the resolution approving the recommended changes to Policy 300.

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF MOJAVE AIR AND SPACE PORT  
AMENDING THE ADMINISTRATIVE CODE AS IT RELATES  
TO AUTHORIZED POSITIONS AND COMPENSATION**

**Whereas**, Board Policy 300, section 3-1.01, specifies the authorized positions for District employees;

**Whereas**, Board Policy 300, section 3-1.02, specifies the compensation for the District's authorized positions;

**Whereas**, Board Policy 300, section 3-1.03 governs compensation changes based on merit;

**Whereas**, the District desires to amend these sections regarding authorized positions, compensation, and merit-based pay changes; and

**Whereas**, the District desires to make technical changes to the numbering of sections in Policy 300 – Personnel;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Mojave Air and Space Port as follows:

1. Section 3-1.01 of Board Policy 300 is amended to read as follows:

“Section 3-1.01.1     General

This Article describes terms and conditions of employment. The District's Employee Handbook contains a more complete description of the terms, conditions, and benefits of employment with the District.”

2. Section 3-1.01 of Board Policy 300 is amended to read as follows

“Section 3-1.01.2     Positions Authorized

- (a) The following full-time positions are authorized:

CEO/General Manager	Maintenance Supervisor
Director of Planning	Maintenance II
Director of Operations	Maintenance I
Director of Administration	Security Chief
Director of Fuels	Assistant Security Chief
Director of Technology	Security Officer
Director of Facilities	Contracts Manager
Air Traffic Control Supervisor	Administrative Assistant II

Air Traffic Control Specialist	Administrative Assistant I
Facilities Manager	Technology Integrator

(b) The following part-time/temporary positions are authorized:

Maintenance - Fueler	Air Traffic Control Specialist
Maintenance -Temporary	Security Officer
Administration/Intern - Temporary	

3. Section 3-1.02 of Board Policy 300 is amended to read as follows:

**“Section 3-1.02                      Compensation”**

(a) Employees shall be paid biweekly on Fridays.

(b) Monthly minimum and maximum salaries for full-time authorized positions are:

COMPENSATION		
FULL TIME	<u>MINIMUM</u>	<u>MAXIMUM</u>
CEO/General Manager	12,500	25,000
Director of Planning	6,667	14,000
Director of Operations	6,667	12,500
Director of Administration	6,667	12,500
Director of Fuels	6,667	12,500
Director of Technology	6,667	12,500
Director of Facilities	6,667	12,500
Air Traffic Control Supervisor	5,200	8,000
Air Traffic Control Specialist	5,000	7,000
Facilities Manager	4,144	7,000
Maintenance Supervisor	4,144	6,250
Maintenance II	3,471	6,000
Maintenance I	2,600	5,000
Security Chief	4,144	7,000
Assistant Security Chief	2,600	6,250
Security Officer	2,600	5,000
Contracts Manager	4,144	7,000
Administrative Assistant II	4,144	6,000
Administrative Assistant I	2,600	5,000
Technology Integrator	3,120	6,250

(c) Salaries for part-time employees are as follows:

<u>POSITION (Part-Time)</u>	<u>HOURLY RATE</u>
POSITION ( <u>Part-Time</u> )	HOURLY RATE
Air Traffic Control Specialist	28.00 - 43.00
Security Officer	15.00 - 20.00
Maintenance - Fueller	15.00 - 20.00
Maintenance – Temporary	15.00 - 20.00
Administrative – Temporary/Intern	15.00 - 20.00

(d) Wages shall be paid according to State and Federal Law.

4. Section 3-1.03 of Board Policy 300 is amended to read as follows:

**“Section 3-1.03      Change in Compensation”**

The General Manager may recommend compensation changes based on merit. The General Manager may increase the salary of an employee once annually by not more than 5%. The General Manager shall notify the Board within twenty days after granting such a merit raise.”

5. Except as expressly provided herein, “Board Policy 300 – Personnel” is readopted and reaffirmed.

**PASSED, APPROVED, AND ADOPTED** on June 27, 2022.

Ayes:  
Noes:  
Abstain:  
Absent:

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Diane Barney, President

ATTEST

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Jimmy R. Balentine, Secretary

## POLICY 300 - PERSONNEL<sup>1</sup>

### ARTICLE 1. EMPLOYEE POSITIONS AND BENEFITS

#### Section 3-1.01 General

This Article describes terms and conditions of employment. The District's Employee Handbook contains a more complete description of the terms, conditions and benefits of employment with the District.

#### Section Positions Authorized

- (a) The following full-time positions are authorized:

CEO/General Manager	Maintenance Supervisor
Director of Planning	Maintenance II
Director of Operations	Maintenance I
Director of Administration	Security Chief
Director of Fuels	Assistant Security Chief
Director of Technology	Security Officer
Director of Facilities	Contracts Manager
Air Traffic Control Supervisor	Administrative Assistant II
Air Traffic Control Specialist	Administrative Assistant I
Facilities Manager	<u>Technology Integrator</u>

- (b) The following part-time/temporary positions are authorized:

Maintenance - Fueller	Air Traffic Control Specialist
Maintenance - Temporary	Security Officer
Administration/Intern - Temporary	

#### Section 3-1.02 Compensation

<sup>1</sup> Adopted on March 20, 2018 by Res. No. 18-03-777

<sup>2</sup> Section 3-1.01 & 3-1.02 amended on November 6, 2018 by Res. No 18-11-787

<sup>3</sup> Section 3-1.01 (a) & 3.1.02 (b)(c) amended on June 2, 2020 by Res. No. 20-06-803

<sup>4</sup> Section 3-1.01 (a)(b) & 3-1.02 (b)(c) amended on October 6, 2020 by Res. No. 20-10-806

<sup>5</sup> Section 3-1.01 (a)(b)(c) & 3.1.02 (b)(c) amended on December 1, 2020 by Res. No 20-12-809

<sup>6</sup> Section 3-1.01 (a) & 3.1.02 (b)(c) amended on September 21, 2021 by Res. No 21-09-819

- (a) Employees shall be paid biweekly on Fridays.
- (b) Monthly minimum and maximum salaries for full-time authorized positions are:

FULL TIME	COMPENSATION	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CEO/General Manager	12,500	25,000
Director of Planning	6,667	14,000
Director of Operations	6,667	12,500
Director of Administration	6,667	12,500
Director of Fuels	6,667	12,500
Director of Technology	6,667	12,500
Director of Facilities	6,667	12,500
Air Traffic Control Supervisor	5,200	8,000
Air Traffic Control Specialist	5,000	7,000
Facilities Manager	4,144	7,000
Maintenance Supervisor	4,144	6,250
Maintenance II	3,471	6,000
Maintenance I	2,600	5,000
Security Chief	4,144	7,000
Assistant Security Chief	2,600	6,250
Security Officer	2,600	5,000
Contracts Manager	4,144	7,000
Administrative Assistant II	4,144	6,000
Administrative Assistant I	2,600	5,000
<u>Technology Integrator</u>	<u>3,120</u>	<u>6,250</u>

- (c) Salaries for part-time employees are as follows:

<u>POSITION (Part-Time)</u>	<u>HOURLY RATE</u>
POSITION <u>(Part-Time)</u>	HOURLY RATE
Air Traffic Control Specialist	28.00 - 43.00
Security Officer	15.00 - 20.00
Maintenance - Fueler	15.00 - 20.00
Maintenance – Temporary	15.00 - 20.00
Administrative – Temporary/Intern	15.00 - 20.00

- (d) Wages shall be paid according to State and Federal Law.



**Section 3-1.03            Change in Compensation**

(a) The General Manager may recommend compensation changes based on merit. The General Manager may increase the salary of an employee once annually by not more than 5% per month, ~~or \$100 per month, whichever is greater, as a reward for outstanding service.~~ The General Manager shall notify the Board within twenty days after granting such a merit raise.

~~(b) The board may authorize changes in compensation based on cost-of-living.~~

**Section 3-1.04            Benefits**

(a) **Vacation.** Persons employed by the District, other than temporary or part-time employees, are entitled to a paid vacation as specified in the Employee Handbook. Time off for vacation shall be scheduled with the General Manager so vacations will not conflict with the work schedule. An employee may use vacation benefits on consecutive or non-consecutive days with the supervisor's permission.

(b) **Sick Leave.** Employees shall receive sick leave in accordance with law as specified in the Employee Handbook.

(c) **Retirement and Disability.** The District is a member of the California Public Employees Retirement System, and provides retirement and permanent disability benefits in accordance with its CalPERS contract, as explained in greater detail in the Employee Handbook.

(d) **Health, Dental and Optical Plan.** Permanent, full-time officers and employees, including directors, and their dependents shall be eligible for membership in the District's group health plan, including medical, dental, optical, and audiology. The Employee Handbook shall specify the requirements and costs, if any, for employee participations in these benefits.

(e) **Life Insurance.** Permanent full-time employees receive the life insurance benefits of the District's health and accident insurance plan in an amount and form as from time to time established by the Board.

**Section 3-1.05            Leave Without Pay**

An employee may request time off without pay in lieu of receiving any benefits provided. Such time off without pay may also be requested even though benefits as herein provided would not otherwise accrue. The supervisor and General Manager shall approve or disapprove the request in their sole discretion.

**Section 3-1.06            Expenses**

(a) Officers or employees required to use personal vehicles on District business by action of the Board or the General Manager shall be reimbursed at the rate permitted by the IRS



for reimbursement. Officers or employees shall file a claim for such reimbursement on a form established by the General Manager, not later than 30 days after the accrual of the claim.

**Section 3-1.07**      **Probationary Periods**

Regular appointments, including promotional appointments, shall be for a probationary period of six months. During the probationary period, the employee may be removed without cause, and without the right of an appeal or hearing.

**Section 3-1.08**      **Discrimination**

No person employed or seeking employment with the District, shall be employed, promoted, discharged, reduced, suspended or in any way favored or discriminated against because of political opinions or affiliation, race, color, creed, sex, age, national origin, physical or medical disability, or handicap.

**Section 3-1.09**      **Nepotism**

Except as expressly provided herein, nepotism is prohibited. The District will not prohibit the employment of members of an immediate family in the same department or administrative unit, if the family member is not participating in making recommendations or decisions required by the job to affect the appointment, retention, work assignments, demotion, salary, or working conditions of another family member. For the purposes of this section, the term "immediate family" shall mean mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt.

**Section 3-1.10**      **Jury Duty**

Permanent, full-time employees shall be given a leave of absence for service on a petite jury. The employee shall be paid regular district salary during such jury service if the employee endorses jury fee, but not expense reimbursement, to the district.

**ARTICLE 2. EMPLOYEE DISCIPLINE**

**Section 3-2.01**      **Discharge, Reduction and Suspension**

(a) Whenever the General Manager believes that it may be in the best interest of the District to discharge, reduce, or suspend an employee, the General Manager shall provide the employee with an unsigned written statement, setting forth the basis for such preliminary determination and invite the employee to present a statement contesting the facts alleged in the preliminary notice or the conclusions stated therein. The amount of time given to the employee to respond shall be determined on a case-by-case basis after giving due consideration to the length of the employee's service, the gravity of the charges, and the proposed action. No advance notice need be given to any employee when an emergency exists for such action.

(b) The General Manager may discharge, reduce, or suspend an employee for good cause after having complied with subparagraph (a) of this section. Notice of such action shall be given in writing and shall be served on the employee. The notice shall state the nature of the action taken and a summary of the reasons for such action.

**Section 3-2.02      Appeal**

An employee who has been discharged, reduced in rank, or suspended for longer than ten working days, may appeal the action to the Board by notifying the General Manager and the Board within fifteen day after receipt of the notice required above.

**Section 3-2.03      Hearing**

Upon receipt of an appeal from an employee, the Board shall set a date for hearing. The Board may sit *en banc* or assign the matter to one or more directors to hear and decide the appeal. The Board, or the hearing officer, may compel the attendance of witnesses to testify under oath.

**POLICY 300 - PERSONNEL<sup>1</sup>**

**ARTICLE 1. EMPLOYEE POSITIONS AND BENEFITS**

**Section 3-1.01      General**

This Article describes terms and conditions of employment. The District’s Employee Handbook contains a more complete description of the terms, conditions and benefits of employment with the District.

**Section      Positions Authorized**

(a)            The following full-time positions are authorized:

CEO/General Manager	Maintenance Supervisor
Director of Planning	Maintenance II
Director of Operations	Maintenance I
Director of Administration	Security Chief
Director of Fuels	Assistant Security Chief
Director of Technology	Security Officer
Director of Facilities	Contracts Manager
Air Traffic Control Supervisor	Administrative Assistant II
Air Traffic Control Specialist	Administrative Assistant I
Facilities Manager	Technology Integrator

(b)            The following part-time/temporary positions are authorized:

Maintenance - Fueler	Air Traffic Control Specialist
Maintenance - Temporary	Security Officer
Administration/Intern - Temporary	

**Section 3-1.02      Compensation**

<sup>1</sup> Adopted on March 20, 2018 by Res. No. 18-03-777

<sup>2</sup> Section 3-101 & 3-1.02 amended on November 6, 2018 by Res. No 18-11-787

<sup>3</sup> Section 3-1.01 (a) & 3.1.02 (b)(c) amended on June 2, 2020 by Res. No. 20-06-803

<sup>4</sup> Section 3-1.01 (a)(b) & 3-1.02 (b)(c) amended on October 6, 2020 by Res. No. 20-10-806

<sup>5</sup> Section 3-1.01 (a)(b)(c) & 3.1.02 (b)(c) amended on December 1, 2020 by Res. No 20-12-809

<sup>6</sup> Section 3-1.01 (a) & 3.1.02 (b)(c) amended on September 21, 2021 by Res. No 21-09-819

- (a) Employees shall be paid biweekly on Fridays.
- (b) Monthly minimum and maximum salaries for full-time authorized positions are:

FULL TIME	COMPENSATION	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CEO/General Manager	12,500	25,000
Director of Planning	6,667	14,000
Director of Operations	6,667	12,500
Director of Administration	6,667	12,500
Director of Fuels	6,667	12,500
Director of Technology	6,667	12,500
Director of Facilities	6,667	12,500
Air Traffic Control Supervisor	5,200	8,000
Air Traffic Control Specialist	5,000	7,000
Facilities Manager	4,144	7,000
Maintenance Supervisor	4,144	6,250
Maintenance II	3,471	6,000
Maintenance I	2,600	5,000
Security Chief	4,144	7,000
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- (c) Salaries for part-time employees are as follows:

<u>POSITION (Part-Time)</u>	<u>HOURLY RATE</u>
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- (d) Wages shall be paid according to State and Federal Law.

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(a)     The General Manager may recommend compensation changes based on merit. The General Manager may increase the salary of an employee once annually by not more than 5% per month. The General Manager shall notify the Board within twenty days after granting such a merit raise.

**Section 3-1.04**            **Benefits**

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**Section 3-1.06**            **Expenses**

(a)     Officers or employees required to use personal vehicles on District business by action of the Board or the General Manager shall be reimbursed at the rate permitted by the IRS for reimbursement. Officers or employees shall file a claim for such reimbursement on a form established by the General Manager, not later than 30 days after the accrual of the claim.

**Section 3-1.07**            **Probationary Periods**

Regular appointments, including promotional appointments, shall be for a probationary period of six months. During the probationary period, the employee may be removed without cause, and without the right of an appeal or hearing.

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**Section 3-1.10**            **Jury Duty**

Permanent, full-time employees shall be given a leave of absence for service on a petite jury. The employee shall be paid regular district salary during such jury service if the employee endorses jury fee, but not expense reimbursement, to the district.

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(b) The General Manager may discharge, reduce, or suspend an employee for good cause after having complied with subparagraph (a) of this section. Notice of such action shall be given in writing and shall be served on the employee. The notice shall state the nature of the action taken and a summary of the reasons for such action.

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**Section 3-2.03      Hearing**

Upon receipt of an appeal from an employee, the Board shall set a date for hearing. The Board may sit *en banc* or assign the matter to one or more directors to hear and decide the appeal. The Board, or the hearing officer, may compel the attendance of witnesses to testify under oath.



AIR & SPACE PORT  
AT RUTAN FIELD  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Tim Reid, Director of Operations  
**SUBJECT:** Amending Board Policy 700  
**MEETING DATE:** June 27, 2022

---

**Background:**

Staff is proposing the adoption of an access control policy. Under the policy, individual users of the Airport will be required to authorize ID badges to their guest and visitors, and will be responsible while they are at the Airport. Companies will designate an Authorized Signatory who is responsible for authorizing who at the company gets an ID badge and coordinating with Airport Security. Staff has also created a handbook and application for ID badges.

**Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

**Recommended Action:**

Staff recommends approval of the change to Board Policy 700 as it relates to the issuance of access control credentials.



**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF MOJAVE AIR AND SPACE PORT  
AMENDING BOARD POLICY 700  
REGARDING ACCESS CONTROL**

Whereas, Mojave Air and Space Port (the “District”), a public entity, owns and operates an airport and spaceport that support a variety of uses;

Whereas, the District adopted a policy governing uses of its facilities, including leases, licenses, and contracts (“Airport Operations Policy”);

Whereas, the Board desires to add An access control policy to the Airport Operations Policy;

Now, therefore, be it resolved that the Board of Directors of Mojave Air and Space Port as follows:

1. Section 7-7.01 through 7-7.07 is added to Board Policy 700, “Airport Operations,” as specified in Exhibit 1, attached hereto, and incorporated herein by reference.
2. Except as expressly amended herein, the Airport Operations Policy is reaffirmed and readopted.

**PASSED, APPROVED AND ADOPTED** on June 21,2022.

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Diane Barney, President

ATTEST:

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Jim Balentine, Secretary

(SEAL)

## EXHIBIT 1

### ARTICLE VIII. ACCESS CONTROL POLICY

#### **Section 7-7.01 Access Control Program**

This Article describes the District's access control and authorized signatory program. This program is designed to meet the needs of tenants, customers, and visitors, and to establish procedures to grant access at Mojave Airport, while protecting the integrity of the security program at Mojave Airport. This policy does not apply to transient pilots.

#### **Section 7-7.02 Authorized Signatory**

(a) Tenants and other user at the Airport shall designate an Authorized Signatory who has the discretion to decide who should have access to Airport secured areas. The Authorized Signatory will act as the liaison with the Airport Security office to coordinate issuance and cancellation of all badge and access control media, and to provide the District with periodic audits of who has been granted access.

(b) Tenants and users that are an entity (e.g., corporation, LLC, partnership) will designate and confirm with Airport Security who is the entity's Authorized Signatory. After verification, Airport Security will add the Authorized Signatory's name and a copy of their signature to the Authorized Signatory Agent file and spreadsheet listing all Authorized Agents. A copy of the Authorized Signatory Agent spreadsheet will be distributed to Airport Operations and Contract Management, and kept up to date and audited at least quarterly to ensure accuracy. The Authorized Signatory Agent spreadsheet is deemed Sensitive Information with limited access and distribution.

#### **Section 7-7.03 Authorized Signatory Duties**

The Authorized Signatory will authorize who has access to the Airport and is responsible for notifying Airport Security when someone's access is revoked or no longer required, as well as confiscating/returning that person's badges and keys to Airport Security. The Authorized Signatory is responsible for ensuring all requirements for access at the Airport under the badging program are followed. **The Authorized Signatory is responsible for accepting all liability and responsibility for the persons to whom they grant access to the Airport on behalf of themselves or their entity.**

#### **Section 7-7.04 Authorized Signatory List and Training**

(a) The Authorized Signatory is responsible for completing initial and recurrent Authorized Signatory Training, in addition to completing and submitting to Airport Security the Authorized Signatory Designation Form (See the Authorized Signatory Handbook, Attachment A) and ensuring it is completed and updated annually with the current list of Authorized Signatories.

(b) Up to three (3) Authorized Signatories are allowed per entity. Authorized Signatories must keep the Airport Security office updated with their current contact information, including name, company name (if applicable), mailing address, email address, and phone number. The Authorized Signatory must also maintain an "active" ID badge, and immediately notify the Airport Security office if they are no longer an Authorized Signatory. All Authorized Signatories must complete annual training outlining their responsibilities.

(a) Each Authorized Signatory may grant access for up to three (3) individuals at any given time, unless the Authorized Signatory works for an entity operating at the Airport pursuant to a lease or other contract. Business entities are exempted from this requirement.

(b) Authorized Signatories must inform all applicants to review MASP Policy 700 regarding operational requirements at Mojave Airport.

(c) Authorized Signatories can find Badge Applications at the MASP website: [www.mojaveairport.com](http://www.mojaveairport.com). A sample is included in the Authorize Signatory Handbook as Attachment B.

#### **Section 7-7.06 Escorting Procedures**

(a) Individuals who have a demonstrated need to access secured areas at Mojave Airport for a limited time may do so without obtaining a badge by using an appropriate escort.

(b) Unbadged individuals may be escorted inside the perimeter fence of the Airport by an individual with the appropriate badge/access to those areas. The escort shall maintain full control and accountability of all individuals he/she escorts and must always maintain positive control (i.e., verbal control) while providing the escort.

#### **Section 7-7.07 Returned and Lost Badges**

(a) Identification Badges issued by the District must be returned when no longer required or when requested by Airport Security. Unreturned badges will be charged a \$100 fee assessed any payable by the Authorized Signatory/Entity.

(b) All lost/stolen/damaged ID badges must be reported immediately to Airport Security at (661) 824-2434 and the granting Authorized Signatory. Airport Security will immediately disable the lost/stolen/damaged ID badge and reissue a new one at the Authorized Signatory Request.

(c) ID Badge holders who have a lost/stolen/damaged or forgotten their identification are not allowed to be escorted or permitted within an area requiring a badge.

(d) A fee may be assessed to replace lost/stolen/damaged ID badges. There will be no charge to replace the first badge, a \$50.00 charge for the second replacement badge, and a \$100.00 charge for the third replaced badge. Replacement of a badge after the third replacement will be subject to approval by the Airport General Manager.

(e) ID Badges expire by the date indicated on the badge.

# BOARD POLICY 700 <sup>1</sup>

## OPERATIONS

### ARTICLE 1. AERONAUTICAL OPERATIONS

#### Section 7-1.01 General

Aeronautical activities at Mojave Air & Space Port shall be in conformance with applicable federal, state and District rules and regulations as set forth herein. Violations of rules and regulations shall constitute cause for the levying of fines or termination of privilege to use or lease District property.

#### Section 7-1.02 Categories of Use

For the purposes of this Code, use of the airport facilities is defined as follows:

(a) Class I Use: Commercial aviation activities including all use of the airport by scheduled or non-scheduled certified or chartered air carriers.

(b) Class II Use: Industrial aviation activities including the use of airport by operators of aircraft where such operation is for the purpose of testing, constructing, reconstructing or modifying said aircraft or appurtenants thereto.

(c) Class III Use: Business aviation activities including all use of the airport by operators of aircraft where such operation is for the purpose of securing economic gain where such gain is incidental to the operation of the aircraft.

(d) Class IV Use: Aircraft activities incidental to fixed base operations, including flight instruction and all other profit making activities not described in Classes I, II and III hereinabove.

(e) Class V Use: General aviation activities including all use of the airport by operators of aircraft for recreational purposes provided, such operation does not involve uses described in Classes I through IV hereinabove.

#### Section 7-1.03 Operations Permit

(a) Persons engaging in Class IV operations other than long-term tenants, shall obtain an Operations Permit from the Manager on or before the first day of January each year. The permit shall contain the following information:

1. Permittee Name;
2. Permittee Address;
3. Permittee Telephone Number;
4. Permittee Email address
5. Nature of Activity;
6. Number of take-offs and landings expected per month;
7. Registration number of each aircraft owned or used by applicant; and
8. An insurance certificate indicating the District has been named an additional insured on the Permittee's insurance policy and showing that the District will receive 30-days prior written notice of a change in the certificate. Coverage is to be in the amount of at least \$1,000,000 per person and \$3,000,000 in the aggregate.<sup>2</sup>

<sup>1</sup> Adopted on September 18, 2018 by Res. No. 18-07-784

<sup>2</sup> Article VII. Records Retention Sections 7-7.01, 7-7.02, 7-7.03, 7-7.04, 7-7.05, 7-7.06, 7-7.07, 7-7.08, 7-7.09, 7-7.10 amended on October 1, 2019 by Res. No. 19-10-796

<sup>2</sup> Adopted 09/18/2018

(b) Permits shall be issued by the General Manager on a non-discriminatory and non-exclusive basis provided, the permit may be denied or revoked by the Manager if the applicant has violated airport rules and regulations within the past 12 months. The applicant may appeal the decision to the Board.

#### **Section 7-1.04 General Regulations**

(a) Pilots and aircrew shall be guided by the rules promulgated by the Federal Aviation Agency except as otherwise specified.

(b) Pilots shall become acquainted with local flight patterns and procedures.

(c) Aircraft shall not be operated on the ground or in flight in such a manner as to cause unnecessary noise.

(d) Airport based aircraft must be covered by BI&PD in the amount of \$1,000,000 each occurrence or \$3,000,000 aggregate, providing a certificate of insurance to the District and providing ten (10) days written notice to District of cancellation.

(e) Witnesses and participants in aircraft accidents occurring on or within the airport shall make a full report to the General Manager, Director of Operations, Security, or person designated by the General Manager, as soon after the accident as is practicable, together with names and addresses.

(f) Aircraft shall not be left unattended unless properly secured or within hangar. Owners of such aircraft shall be held responsible for damage to other aircraft or property.

(g) Aircraft shall be stored and repairs made only in areas designated for that purpose by the General Manager, Director of Operations, or person designated by the General Manager.

(h) Pilots, aircrew, and persons attending or assisting in operations shall not be under the influence of intoxicating liquor or habit-forming drugs, nor shall such person obviously under the influence of intoxicating liquor or habit-forming drugs be permitted to board aircraft, except a medical patient under proper care or in case of emergency.

(i) Persons shall not take or use any aircraft, aircraft parts, instruments or tools pertaining thereto owned, controlled or operated by any other person while such aircraft, aircraft parts, instruments or tools are stored, housed, or otherwise left on airport or within its hangars without the written consent of the operator thereof, except upon satisfactory evidence of the right to do so duly presented to the General Manager, Director of Operations, Security Manager, or person designated by the General Manager.

(j) Persons desiring to base aircraft at Airport must register the aircraft at the Airport Office prior to beginning operation and any time a change in ownership occurs.

(k) Every aircraft owner, pilot, and agents shall be severally responsible for the prompt removal, not to exceed 30 days, under the direction of the General Manager, Director of Operations, Security Manager, or person designated by the General Manager, of wrecked or damaged aircraft.

(l) Persons shall not enter a restricted area posted or closed to the public, except as authorized by the General Manager, Director of Operations, Security Manager, or person designated by the General Manager.

(m) Animals shall not be permitted on the airport without the approval of the General Manager, Director of Operations, Security Manager, or person designated by the General Manager, and

then must be leashed or restricted so as to be under control. If approved, animals must be registered with the Security Office providing type animal, physical description, and proof of applicable veterinary health records (i.e. shot records). The owner of an animal is solely responsible for damage or injury caused by the animal.

(n) Only minor preventive maintenance may be performed in Tie-down areas. Fluid spills must immediately be reported to Fire, Security, or Director of Operations.

(o) No tools, tool boxes, cans, ladders, or boxes of any description may be left on the airport unattended or unsecured. Unsecured items may result in Law Enforcement notification for investigation or collection. Owner of unattended item will be responsible for any response fees incurred.

(p) Persons shall not reside in hangars.

(q) Areas between T-Hangars and Box Hangars in the west-end general aviation area shall remain clear of obstructions.

#### **Section 7-1.05 Engine Starts, Run-ups**

(a) Aircraft engines shall not be started or run unless a competent operator is at the controls, and unless the aircraft is equipped with adequate brakes fully applied or the wheels are securely blocked.

(b) Aircraft engine starts, run-ups shall not be conducted in such a place or manner as to impede the flow of traffic or cause hazard to other persons, equipment, or property.

(c) Aircraft shall be started and warmed up only at such places as the Airport Manager shall designate for such purpose or as coordinated with the Airport Manager, Director of Operations, or Air Traffic Control Tower (ATCT).

1. Engine warm-up or final pre-flight checks occur at the pilot's hangar, ramp area, wash-rack located off Taxiway C, or the engine run-up pad located at the southernmost end of Taxiway A, or the transient parking ramp in front of the Voyager restaurant. Other areas may be available as coordinated directly with the ATCT.
2. Engine testing ("run-ups") are authorized only at the engine run-up pad located at the southernmost end of Taxiway A, the intersection of Taxiway A and Taxiway F, and must be coordinated through the ATCT, during normal business hours or security after normal business hours. Additional locations may be authorized with the approval of the General Manager, Director of Operations, or person designated by the General Manager. Jet engine testing, "run-ups, or similar, is not authorized on the transient parking ramp in front of the main terminal or ramp areas immediately adjacent to the main terminal.

#### **Section 7-1.06 Taxiing**

(a) Aircraft shall not be taxied into or out of a hangar.

(b) Aircraft shall taxi at a safe speed, and in no case in excess of 15 miles per hour.

(c) Cockpit and engine checks shall be made at the run-up area or such other location as to not interfere with ground traffic movement.

#### **Section 7-1.07 Pattern**

The aircraft traffic pattern for the airport shall be the pattern on file with the Division of

Aeronautics.

### **Section 7-1.08 Take-offs and Landings**

Touch and Go landings, low approaches, etc., shall be permitted only after the pilot of the aircraft has been approved for such operations by the Air Traffic Control Tower (ATCT) during business hours. After normal business hours, or during periods of ATCT closure, pilots must self-report, broadcast intentions, on the published Common Traffic Advisory Frequency (CTAF) 127.6.

### **Section 7-1.09 Parking of Aircraft**

(a) Permanently based aircraft shall be parked in Tie-down areas or in a hangar under license or lease.

(b) Transient aircraft shall be parked in areas designated for transient parking.

(c) Flying school and rental aircraft shall be parked only in the Tie-down area assigned by the General Manager.

(d) When directed by the General Manager, the owner, operator, or pilot shall move an aircraft from the place where it is parked or stored to another designated place. If the directions are not followed, airport personnel may tow the aircraft to the other place at the operator's expense and without liability for damages.

### **Section 7-1.10 Fire Safety**

(a) Persons shall not clean or degrease aircraft or engines, unless such operations shall be done in a location properly equipped to handle such work or in a space designated by the General Manager.

(b) Persons shall not permit an open flame in any hangar, shop, building, room, or other confined place.

(c) Lessees of hangars or other airport areas shall provide Safety Data Sheets listing all stored chemicals or compounds to the Fire Department.

(d) Persons shall not keep, store, or discard inflammable liquid, gas, signal flare, or other inflammable material in a hangar, shop, building, room or other place in such a manner as to constitute an unsafe condition or fire hazard as determined by the General Manager, Fire Chief, or designated representative.

(e) Lessees of hangars or other airport areas shall provide suitable metal receptacles with hinged lids for the storage of oily waste rags and other rubbish. Such waste or rubbish shall be removed by lessee at frequent intervals. In garages, shops or other buildings operated or maintained by the airport, the above and other rules prescribed by the District Board of Directors shall be observed by the employees of the District engaged in operation or maintenance of such garages, shops or other buildings.

(f) Persons shall not smoke in a hangar, shop, or other building where it is dangerous to do so or where it is specifically prohibited by the General Manager. NO SMOKING signs located in restricted areas are to be strictly observed.

(g) Persons shall not use volatile inflammable substances for cleaning purposes in the hangars, shops, or other buildings in violation of Section (a) above.

(h) Lessees shall keep the floors of hangars, shops, aprons and areas adjacent thereto, leased by them, reasonably free and clean of oil, grease, weeds, waste and other inflammable materials.

(i) Adequate and readily accessible fire extinguishers shall be provided by lessees and maintained in proper working order. Each fire extinguisher shall carry a suitable tag showing date of most recent inspection.

(j) Hangar entrances shall be kept sufficiently clear at all times to permit ready access to the buildings to combat fires.

(k) All aircraft doping shall be performed in a recognized and approved maintenance station.

#### **Section 7-1.11 Aircraft Washing**

Persons who desire to use the aircraft washing facilities at the Airport shall obtain permission from the administrative office in advance.

#### **Section 7-1.12 Parachute Activities**

Part 105 of the Federal Aviation Regulations is hereby adopted by this reference and made a part hereof for the purpose of regulating parachute activities at the Airport.

### **ARTICLE II. UNMANNED AIRCRAFT SYSTEMS**

#### **Section 7-2.01 UAS Definition**

This section pertains to Unmanned Aircraft Systems (UAS), small (s)UAS, Remote Piloted Vehicles (RPVs), and/or Optionally Piloted Vehicles (OPV), when not piloted. The terms sUAS and UAS are interchangeable for all unmanned systems. sUAS operators not affiliated with the District or District tenants will not be authorized to operate during Tower operating hours and/or when the District's Class D airspace is active.

#### **Section 7-2.02 FAA Guidance**

All UAS activities must follow FAA guidance for unmanned operations within the National Airspace System.

- (a) Public aircraft operations require a Certificate of Authorization or Waiver issued by the FAA.
- (b) Civil aircraft operations (other than model), including those conducted in accordance with a COA or in accordance with the FAA's sUAS rule, Title 14 of the Code of Federal Regulations (14 CFR) part 107.
- (c) Model aircraft, hobby or recreation, must comply with 14 CFR par 101, Subpart E. Model aircraft flown for recreational purposes are restricted to operating in the designated recreation area, bounded by Byers St , Byers St access road, Airport Blvd and Highway 58. The designated RC area is 150 yards long and 60 yards wide and contained within the following latitude/longitude points-350250N 1180940W, 350250N 1180935W, 350248N 1180941W, 350248N 1180935W. Use of the RC area requires coordination with the Operations department and/or Air Traffic Control Tower. Flight outside the described area is not authorized and may result in loss of privileges or other actions.

#### **Section 7-2.03 Local Administrative Requirements**

Persons authorized to conduct (s)UAS operations must contact the Operations office and submit the following documents, as applicable, prior to operations approval.



- (a) District Operations Plan
- (b) License to Enter

### **ARTICLE III. COMMERCIAL SPACE OPERATIONS**

#### **Section 7-3.01 Facilities**

District shall provide access to those facilities necessary for the Launch, including taxiways and runways. District is responsible abiding by requirements as listed in FAA Part 420 applicable to the District's site license.

- (a) Air Traffic Control Services. District shall provide the necessary airspace and ground control for launch operations.
- (b) Security and Safety. District will communicate with other airport users and issue appropriate NOTAMs when taxiways and runways are impacted.

#### **Section 7-3.02 Operator Requirements**

Operator is responsible for all aspects of the Launch, including providing to District in a timely manner all information relevant to the Launch, such as schedules, personnel rosters, flight plans, facility needs, fire and safety requirements, and hazard assessments.

- (a) Operator shall conduct all operations within District's airside operations area (AOA) and/or spaceport boundary in accordance with established FAA airport operating procedures.
- (b) To ensure a safe working environment for involved and uninvolved personnel, Operator shall:
  - 1. Provide hazard radius/safe distance calculations based on aircraft, rocket, or combination of vehicle fuel, propellant, or hazardous material quantities;
  - 2. Provide for the safety and security of Operator employees and facilities within the hazard areas, including restricting those within the hazard radius to only essential employees;
  - 3. Assist District with security and/or traffic control support as coordinated or agreed upon. Operator is solely responsible for validating authorized observers and spectators;
  - 4. Provide a subject matter expert/team to supplement District ARFF response based on the nature of the Launch;
  - 5. Provide specialized tools, equipment, and personnel beyond normal ARFF equipment and personnel; and
  - 6. Coordinate, as needed, emergency medical standby service.

### **Section 7-3.03 District Property Protection**

(a) In addition to the District's standard general liability, worker's compensation and automobile insurance requirements, Operator shall, at its sole cost and expense, procure and maintain the types and limits of insurance, including the additional insured endorsements and cancellation clause: A commercial general liability policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the operation and Operator's use of MASP property and facilities in a minimum amount of One Hundred Million Dollars (\$100,000,000.00). Such insurance shall be primary, and not require contribution from any of the Additional Insureds or their insurance coverage and shall afford immediate defense and indemnification to the additional insureds.

(b) Operator is solely responsible for and will compensate District the full amount of any damage to the Facilities, Airport, and/or Spaceport caused in whole or part by Operator or its guests or contractors.

(c) Any equipment or personal property belonging to Operator or its agents, servants, employees, contractors, invitees, patrons, or guests that remain in the Premises after the Launch shall be deemed abandoned and may be disposed of by District at Operator's sole expense. District assumes no responsibility for losses caused by theft, disappearance, or abandonment of equipment or personal property.

## **ARTICLE IV. FUEL**

### **Section 7-4.01 Fuel Sales**

The board shall establish a profit goal for fuel sales. The General Manager shall establish fuel sale rates within the board's policy. Jet A fuel may be discounted to volume or cash customers. The board shall establish the discount rate. The General Manager has the authority to negotiate the price per gallon of fuel sold for purchases of 10,000 gallons or more.

### **Section 7-4.02 Fuel Credit Accounts**

Generally, fuel will be sold on a cash basis. However, fuel will be sold on credit to holders of bank cards, or to tenants with the approval of the General Manager based on the tenant's credit worthiness. For convenience, tenants approved for purchase of fuel on credit will be called "fuel credit accounts" in this section. The terms for fuel credit accounts are:

(a) A tenant desiring to open a fuel credit account shall make application to the Director of Administration on using forms, supplied by the District. The Director of Administration shall recommend action on the application and the General Manager shall act on the recommendation.

(b) The Director of Administration shall render an invoice to each fuel credit within fifteen days after the fuel is delivered. Fuel credit accounts are due for payment thirty days after the invoice is tendered.

(c) Fuel credit accounts not paid in full on the due date are delinquent. Delinquent accounts shall have interest at the rate of 1% per annum from the first date of the month that the invoice is tendered until sixty days thereafter or until paid, whichever occurs first, and shall bear interest at the rate of 1½ % per annum from the 61st day of delinquency until paid.

(d) Credit will not be extended to fuel credit accounts which have been delinquent for sixty days or more.

**Section 7-4.03 Fuel Handling**

(a) Except as provided herein, the District shall be the only fuel handler at Mojave Airport. The District shall coordinate or conduct all defueling operations and be responsible for the handling of salvage fuel. As used herein, “salvage fuel” means fuel removed from an aircraft, which is accompanied by a change of ownership of the fuel.

(b) The following shall be observed when aircraft are fueled or defueled:

1. Spills shall immediately be reported to Mojave’s Fuel, or Fire Department.
2. No aircraft shall be fueled or defueled while the aircraft engine is running or while such aircraft is in the hangar or enclosed place. Provisions for hot refueling aircraft will be approved by the General Manager on a case-by-case basis.
3. NO SMOKING, radios, or cell phones permitted within 50 feet of a fuel tank or an aircraft being fueled or defueled. NO SMOKING is permitted within 50 feet of a truck or fuel carrier being used for fueling operations.
4. During fuel handling, passengers are not permitted in the aircraft unless a cabin attendant is stationed near the cabin door. Only personnel engaged in fuel handling, maintenance, and operation of an aircraft are permitted within 50 feet of fuel tanks or such aircraft during fueling or defueling operation, except as provided above. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel. Persons shall not start the engine of aircraft when there is gasoline on the ground or pavement. When gasoline is spilled or leaks around an aircraft, the aircraft pilot shall notify the Fuels or Fire Department.
5. Hoses, funnels, and appurtenances used in fueling or draining operations shall be properly equipped with a grounding device to prevent possibility of static ignition. During fuel handling, no person shall operate a radio transmitter or receiver, or switch electrical appliances off or on. During fuel handling, no person shall use material likely to cause a static spark within 50 feet of such aircraft. Fueling hoses and draining equipment shall be maintained in a safe, sound, and non-leaking condition.
6. With a written authorization issued by the General Manager, a tenant may store fuel for special needs such as extended night or weekend operations or for the purpose of maintenance activities. Storage permits may be extended to tenants with special purpose fuels not stored or dispensed by the District, e.g., JP8, Hydrogen Peroxide, or Nitrous Oxide or other special use propellants used for developing or testing special use propulsion systems or craft.
7. Defueling of aircraft for maintenance, demolition, or any other purpose shall be coordinated and under the control of the District fuel department, in accordance with Air Transport Association Specification 103. Private operators may defuel jet fuel for regular maintenance activities on a case-by-case basis if coordinated with the fuel department. Salvaged fuel shall be removed from aircraft in accordance with the highest standards for fuel handling, and shall be immediately deposited in a designated container owned or approved by the District (“approved temporary container”). Salvaged fuel shall be permanently removed from the approved temporary container within 48 hours and deposited into: (1) a permanent container owned or approved by the District (“approved

permanent container”); (2) permanently removed from District property; or (3) loaded into an aircraft owned by the owner of the aircraft from which the salvaged fuel was removed in accordance with ATA standards.

8. Except as provided herein, containers shall not be used for storage of salvage fuel or fuel not purchased at the Mojave Airport (“off-airport fuel”). Fuel containers may be permitted at Mojave Airport on a case-by-case basis for storage of fuel not stored or dispensed by the District or for the purpose of storing fuel during maintenance actions. Fuel containers, including auto fuel, must be kept in a designated area. A tenant shall make written application to the General Manager with specific justification to obtain a fuel container permit for commercial or private activities. Authorization may be contained in a lease agreement or other written instrument approved by the District. If authorization is granted, private operators must keep the container in a location approved by local agencies and the General Manager so as to contain leaks or spills and not pose an undue hazard to life or property. The District shall be named as an insured on a general or specific liability insurance policy by the user. The District may waive insurance requirements on a showing of good cause. Leaks or spills shall be the sole responsibility of the owner/operator to remediate at the direction of the General Manager.

(c) A defuel fee of \$0.20/gallon shall be assessed by the District for handling salvage fuel and a fee of \$25 per month will be assessed if a rental area is required. Spill kits are available at the District Office for \$50 each. Violations of this fuel policy will result in lease review or termination.

(d) The District requires a valid form of payment at the time of sale of fuel from the District. If a credit card is rejected or denied, the aircraft will be subject to an administrative fee of \$300.00 per day and will be assessed until the charge for the fuel is paid in full.

## **ARTICLE V. CONSTRUCTION AND DEVELOPMENT ACTIVITIES**

### **Section 7-5.01 Construction and Development Activities**

(a) All non-aeronautical activities at the Airport shall be in conformance with applicable federal, state, and county laws, ordinances, rules, and regulations, and with District rules and regulations set forth herein. Violation of District rules and regulations shall constitute cause for the levy of fines or termination of the privilege to lease or use District property.

(b) All construction projects including but not limited to grading, new building construction, installation of new mechanical, plumbing, and electrical systems, additions, alterations, and repairs to existing construction and to existing mechanical, plumbing, and electrical systems within the airport boundary or affecting District property must be coordinated through the District Facilities, Engineering and planning department. For project review the District requires:

1. A copy of the Kern County Permit Application and a complete set of building plans stamped and signed by a California Licensed Design Professional. In some cases, Mechanical, Electrical, or Plumbing only plans may be signed by a California Licensed Contractor of the applicable classification
2. Proof of Submission of FAA Form 7460, Notice of Construction. A 7460 is required for projects necessitating the use of a crane, erection of antennas, or any other temporary or permanent object affecting District navigable airspace.
3. A Precise Development Plan (PDP) or a PDP Modification and a Precise Development Application if applicable. A PDP or PDP Modification may not be required in all cases. New developments, exterior site improvements, and some tenant improvements will require application for a PDP or PDP Modification; please consult with the District.

(c) Once reviewed by the District, the project applicant will receive a Project Review Letter which must accompany any PDP, PDP Modification, or building permit application to Kern County.

## **ARTICLE VI. VEHICULAR TRAFFIC**

### **Section 7-6.01 General**

This article describes vehicular traffic regulations for the Mojave Airport. These regulations are adopted pursuant to Vehicle Code section 21108. All roadway signage, including, but not limited to, speed limit signs and stop signs, are established and must be followed at all times.

### **Section 7-6.02 Speed Limits**

(a) The following speed limits are established for vehicular traffic on roads at the Mojave Airport.

<b><u>Street</u></b>	<b><u>Maximum Speed</u></b>
Airport Blvd. south of Sabovich St.	40 mph
Sabovich St. east of Airport Blvd.	35 mph
Sabovich St. west of Airport Blvd.	35 mph
Riccomini Rd. east of Airport Blvd.	40 mph
Poole St. east of Airport Blvd.	40 mph

(b) The basic speed law of the State of California applies to vehicular traffic on roads at the Mojave Airport not designated above.

### **Section 7-6.03 Intersection Stops**

Full stop is required at the following intersections:

- Barnes St. east approach to Airport Drive
- Flight Research Building Dr. to Sabovich St.
- Mobley St. east and west approach to Poole St.
- Kennicut St. south approach to Poole St.
- Kennicut St. east approach to Airport Blvd.
- Poole St. east approach to Airport Blvd.
- Unnamed street west of Building 14 north approach to Sabovich St.

### **Section 7-6.04 Motor Vehicle Regulations**

(a) Motor vehicle operators must possess a valid license and insurance commensurate with the operating area (landside, airside).

(b) Persons shall not travel on any portion of the airport except upon roads, walks or places provided for the particular class of traffic nor occupy the roads or walks in such a manner as to hinder or obstruct their proper use.

(c) The General Manager shall designate areas to which vehicle access is restricted. No person, other than a peace officer or other governmental officer in the performance of their official duties, shall operate or park a vehicle within a restricted area without permission from the General Manager. The General Manager may revoke, suspend or refuse to issue a permit for a person or vehicle to enter a restricted area if the permittee or applicant does not have lawful business in such area and cannot otherwise justify the necessity for having such a permit; if the permittee or applicant has violated airport rules or

regulations; or if such activities threaten airport safety or security.

1. Tenant company vehicles used in daily operation within the airfield operations area (AOA) shall be painted as set forth in FAA Advisory Circular (AC) 150/5210-5D dated April 1, 2010, or most current regulation, or as authorized by the General Manager, or designated representative.
2. Private vehicles not contracted by Mojave Airport or client companies are not authorized to operate within the AOA without approval from the General Manager, Director of Operations, Security Office, or other designated representative. The vehicle operator must register for a pass with the Security office.

(d) Any accident involving a motor vehicle, which results in personal injury or property damage shall be reported to the Security Manager.

(e) No vehicles, other than aircraft, shall be driven over or across any portion of a runway or taxi-way on the Airport unless the General Manager determines the person using the vehicle must drive over or across the runway or taxiway in order to conduct business at the Airport. A vehicle, which is regularly used on the Airport, shall also be equipped with an operating two-way radio capable of communicating on the Airport Air Traffic Control frequency during business hours or, after hours, on the Common Traffic Advisory Frequency.

(f) Motor vehicle traffic shall yield the right-of-way to aircraft.

(g) Persons shall not operate any motor vehicle within the AOA at a speed in excess of 20 miles per hour. On passenger loading ramps and in areas immediately adjacent to hangars, authorized motor vehicles shall not operate at a speed in excess of 10 miles per hour. All persons operating motor vehicles on District property shall obey all traffic signs and directives.

(h) Vehicles shall not be parked on the Airport other than in the manner and locations indicated by posted traffic signs and markings.

(i) Vehicles, coaches, motor homes, trailers, or other portable structures may be left unattended only in designated parking areas and only during normal Airport business hours. Overnight parking may be permitted by the General Manager for a period not to exceed 5 days. Overnight parking may be permitted by action of the Board for longer periods.

(j) If a vehicle is moved by District personnel, a towing charge will be levied. Liability for damage while moving the vehicle will not be assumed by the District.

(k) Only vehicles designed or intended for the conduct of aviation support activities or personnel movement (cars, trucks, certain bicycles, certain golf carts) are allowed in the Airport Operations Area (AOA). Purely recreational vehicles (skateboards, unicycles, etc.) are prohibited unless authorized by the General Manager and operator/owner assumes responsibility for damage to property or injury to self and others.

## **ARTICLE VII. RECORDS RETENTION**

### **7-7.01 GENERAL**

District records are open to inspection during regular office hours, and every person has a right to inspect the records, except as otherwise provided by law.

## **7-7.02 DEFINITIONS**

As used in this Article, “public records” and “writing” shall have the same definition as in the California Public Records Act, Government Code section 6250, et seq., as amended.

## **7-7.03 EXCEPTIONS**

Nothing herein requires disclosure of records not subject to disclosure by law, including without limitation, the following records:

(a) Preliminary drafts, notes, or intra- or inter-agency memoranda not retained by the District in the ordinary course of business, if the public interest in withholding such records clearly outweighs the public interest in disclosure;

(b) Records pertaining to pending litigation which the District is a party or to claims made pursuant to Division 3.6 (Commencing with section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled;

(c) Personnel, medical or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;

(g) Records exempted or prohibited pursuant to provisions of Federal or State Law, including, but not limited to, provisions of the Evidence Code relating to privilege;

(h) The disclosure of other records which is prohibited or not required by law.

## **7-7.04 ADDITIONAL PUBLIC RECORDS**

Notwithstanding the foregoing:

(a) Every employment contract between the District and a public official or public employee is a public record.

(b) An itemized statement of the total expenditures and disbursements of the District provided for in Article VI of the California Constitution shall be open for inspection.

## **7-7.05 JUSTIFICATION FOR WITHHOLDING OF RECORDS**

The District shall justify withholding a record by demonstrating the record is exempt by law or the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record. Notice of intent to withhold records shall be provided to the person who requested the record within ten days of the request for inspection.

## **7-7.06 COPIES OF RECORDS**

(a) A person may obtain a copy of an identifiable record. On written request, an exact copy shall be provided in a form determined by the CEO. Officers, agents, and employees of the District are not required to request records in compliance with this Section

when acting within the course and scope of employment or office holding. A written response shall be provided to the person requesting the recorded within ten days of the request.

(b) A payment shall be made in the amount of \$0.25 cents per page or, in the case of large or unusual sized records, the amount charged shall be the actual cost charged by an outside print company. A certified copy of such record shall require an additional payment of \$2.00. No charge shall be imposed for research or labor.

(c) A person who desires to obtain a copy of a record must deposit an amount equal to the estimated fees for copying prior to receiving the record. The portion of the deposit not required shall be refunded. If the deposit is insufficient an additional deposit will be required.

#### **7-7.07 PUBLIC COUNTER FILES**

(a) Except for writings exempt from public disclosure, the District shall maintain a duplicate copy of approved minutes, the agenda, and written materials distributed to the Board for discussion or consideration at the next scheduled Board meeting at the District's administrative office. Public records discussed during a public meeting but not previously available to the Board shall be made available before the commencement of discussion at such meeting and shall be made available for public inspection immediately or as soon thereafter as practicable.

(b) No charge will be imposed for the use of the records described in this section, unless a copy is requested in which case a copy charge shall be imposed.

(c) The CEO shall also maintain a record of requests for inspection that are declined, including the reason.

#### **7-7.08 RETENTION OF ORIGINAL RECORDS**

The following original records shall be maintained in perpetuity in the District's files:

- (a) The Certificate of Incorporation of the District;
- (b) Certifications of annexation proceedings;
- (c) Certificates of the Secretary of State reciting the filing of annexation papers by the District in his office;
- (d) Certifications by the Secretary of State that detachment papers have been received and area is excluded from the District;
- (e) Resolutions;
- (f) Minutes of meetings of the Board;
- (g) Certificates of Assessed Valuation prepared by the Auditor of each County in which property taxable by the District lies;



- (h) Documents received from the Tax Assessor detailing District taxes collected;
- (i) Ballot arguments pro or contra on bond issues;
- (j) Results of bond propositions received from the canvassing bodies;
- (k) Results of elections for the directors received from the canvassing body;
- (l) Records of securities acquired with surplus moneys;
- (m) Receipts for securities from banks;
- (n) Documents received relating to claims against the District;
- (o) Documents received pursuant to eminent domain proceedings by the District;
- (p) Records affecting title to land or rights of way owned by the District or liens thereon;
- (q) Records determined by the Board to be of significant and lasting historical, administrative, legal, fiscal or research value; and
- (r) Records required by law to be filed and preserved.

#### **7-7.09 RETENTION OF DUPLICATE ORIGINAL RECORDS**

The following original records may be destroyed if a copy is maintained in perpetuity:

- (a) Financial records summarizing the financial status of the District other than reports prepared pursuant to Article 9 (commencing with section 53891) of Part 1 of Division 2 of the Government Code;
- (b) Oaths of Office and related materials depicting the authenticity of the appointment of director or officer;
- (c) Paid vouchers with attached documents, summary of collections, registers of demands issued and journals of warrants paid, if the original is maintained in the District's files for a period of five years;
- (d) Reports of the District in correspondence not covered in another Section of this Article; and
- (e) Records received pursuant to State statute not expressly required by law to be filed and preserved.

#### **7-7.10 DESTRUCTION OF RECORDS**

Records of the District may be destroyed in accordance with Chapter 7, Title 7, of the Government Code (section 60200, et seq.) or any other applicable law.

### **ARTICLE VIII. ACCESS CONTROL POLICY**

### **Section 7-7.01 Access Control Program**

This Article describes the District's access control and authorized signatory program. This program is designed to meet the needs of tenants, customers, and visitors, and to establish procedures to grant access at Mojave Airport, while protecting the integrity of the security program at Mojave Airport. This policy does not apply to transient pilots.

### **Section 7-7.02 Authorized Signatory**

(a) Tenants and other user at the Airport shall designate an Authorized Signatory who has the discretion to decide who should have access to Airport secured areas. The Authorized Signatory will act as the liaison with the Airport Security office to coordinate issuance and cancellation of all badge and access control media, and to provide the District with periodic audits of who has been granted access.

(b) Tenants and users that are an entity (e.g., corporation, LLC, partnership) will designate and confirm with Airport Security who is the entity's Authorized Signatory. After verification, Airport Security will add the Authorized Signatory's name and a copy of their signature to the Authorized Signatory Agent file and spreadsheet listing all Authorized Agents. A copy of the Authorized Signatory Agent spreadsheet will be distributed to Airport Operations and Contract Management, and kept up to date and audited at least quarterly to ensure accuracy. The Authorized Signatory Agent spreadsheet is deemed Sensitive Information with limited access and distribution.

### **Section 7-7.03 Authorized Signatory Duties**

The Authorized Signatory will authorize who has access to the Airport and is responsible for notifying Airport Security when someone's access is revoked or no longer required, as well as confiscating/returning that person's badges and keys to Airport Security. The Authorized Signatory is responsible for ensuring all requirements for access at the Airport under the badging program are followed. **The Authorized Signatory is responsible for accepting all liability and responsibility for the persons to whom they grant access to the Airport on behalf of themselves or their entity.**

### **Section 7-7.04 Authorized Signatory List and Training**

(a) The Authorized Signatory is responsible for completing initial and recurrent Authorized Signatory Training, in addition to completing and submitting to Airport Security the Authorized Signatory Designation Form (See the Authorized Signatory Handbook, Attachment A) and ensuring it is completed and updated annually with the current list of Authorized Signatories.

(b) Up to three (3) Authorized Signatories are allowed per entity. Authorized Signatories must keep the Airport Security office updated with their current contact information, including name, company name (if applicable), mailing address, email address, and phone number. The Authorized Signatory must also maintain an "active" ID badge, and immediately notify the Airport Security office if they are no longer an Authorized Signatory. All Authorized Signatories must complete annual training outlining their responsibilities.

(a) Each Authorized Signatory may grant access for up to three (3) individuals at any given time, unless the Authorized Signatory works for an entity operating at the Airport pursuant to a lease or other contract. Business entities are exempted from this requirement.

(b) Authorized Signatories must inform all applicants to review MASP Policy 700 regarding operational requirements at Mojave Airport.

(c) Authorized Signatories can find Badge Applications at the MASP website: [www.mojaveairport.com](http://www.mojaveairport.com). A sample is included in the Authorize Signatory Handbook as Attachment B.

#### **Section 7-7.06 Escorting Procedures**

(a) Individuals who have a demonstrated need to access secured areas at Mojave Airport for a limited time may do so without obtaining a badge by using an appropriate escort.

(b) Unbadged individuals may be escorted inside the perimeter fence of the Airport by an individual with the appropriate badge/access to those areas. The escort shall maintain full control and accountability of all individuals he/she escorts and must always maintain positive control (i.e., verbal control) while providing the escort.

#### **Section 7-7.07 Returned and Lost Badges**

(a) Identification Badges issued by the District must be returned when no longer required or when requested by Airport Security. Unreturned badges will be charged a \$100 fee assessed any payable by the Authorized Signatory/Entity.

(b) All lost/stolen/damaged ID badges must be reported immediately to Airport Security at (661) 824-2434 and the granting Authorized Signatory. Airport Security will immediately disable the lost/stolen/damaged ID badge and reissue a new one at the Authorized Signatory Request.

(c) ID Badge holders who have a lost/stolen/damaged or forgotten their identification are not allowed to be escorted or permitted within an area requiring a badge.

(d) A fee may be assessed to replace lost/stolen/damaged ID badges. There will be no charge to replace the first badge, a \$50.00 charge for the second replacement badge, and a \$100.00 charge for the third replaced badge. Replacement of a badge after the third replacement will be subject to approval by the Airport General Manager.

(e) ID Badges expire by the date indicated on the badge.

**MOJAVE**  
AIR & SPACE PORT  
AT RUTAN FIELD  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Todd Lindner, CEO  
**SUBJECT:** Amending Board Policy 400  
**MEETING DATE:** June 27, 2022

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**Background:**

The airport insurance requirements were changed in February 2018 to a \$1 Million each occurrence with a \$3 Million aggregate to mitigate the risk and costs for tenant involved incidents for all airport owned facilities. The staff discussed the airport insurance needs with our insurance broker and we also contacted seven other local General Aviation Airports and inquired about their insurance requirements and airport activities. Based on the information gathered, Mojave Air & Spaceport (MASP) would like to modify our insurance requirement to be more in line with the airport's needs, while having a common and easily obtainable policy for our tenants.

Our current requirement means a claim on a tenant's insurance policy is split between the policy holder and all additional named insured up to \$1 Million for each occurrence with a total of \$3 Million paid for the policy year.

MASP would like to change this policy to:

For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible for the actions of the sublessee.

The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first. Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.



**Impacts:**

Fiscal:	None
Environmental:	None
Legal:	None

**Recommended Action:**

Staff recommends approval of the change to Board Policy 400 as it relates to insurance requirements.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF MOJAVE AIR AND SPACE PORT  
AMENDING BOARD POLICY 400,  
AIRPORT USES POLICY

Whereas, Mojave Air and Space Port (the “District”), a public entity, owns and operates an airport and spaceport that support a variety of uses;

Whereas, the District adopted a policy governing uses of its facilities, including leases, licenses, and contracts (“Airport Uses Policy”);

Whereas, the Board desires to amend the Airport Uses Policy regarding Insurance and Indemnification on District Property Section 4-1.12 Paragraph 2;

Now, therefore, be it resolved that the Board of Directors of Mojave Air and Space Port as follows:

1. Board Policy 400, “Airport Uses,” is amended as specified in Exhibit 1, attached hereto and incorporated herein by reference.
2. Except as expressly amended herein, the Airport Uses Policy is reaffirmed and readopted.

**PASSED, APPROVED AND ADOPTED** on June 21, 2022.

\_\_\_\_\_  
Diane Barney, President

ATTEST:

\_\_\_\_\_  
Jim Balentine, Secretary

(SEAL)

## EXHIBIT 1

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### Section 4-1.12 Insurance and Indemnification

Agreements entered into by the District for use of District property shall contain provisions for naming the District as an additional or co-insured, as determined, on a policy or policies of insurance procured by the user of District property and indemnifying the District from costs, liability, and damages resulting from the user's activities; provided, when the user of District property is a California public agency, such agency shall not be required to provide a certificate of insurance.

~~Required insurance amounts are based on the activities conducted on District property, but with a minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate, unless otherwise expressly authorized by the District.~~

~~For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible~~

Revised 6/17/2024/22/2019

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~~for the actions of the sublessee.~~

~~The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first. Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.~~

# BOARD POLICY 400 – AIRPORT USES<sup>1</sup>

## ARTICLE 1. USE

### **Section 4-1.01**      **Authorized Uses**

District property, facilities, goods, services, and any other thing may be accessed and used pursuant to a lease, license, operations agreement, easement, or other written approval by an appropriate District official. Use by any other means is prohibited and subject to ejection from District property and any other remedies available by law.

### **Section 4-1.02**      **Land Development Leases**

The Board may authorize leases for a term not to exceed fifty (50) years for the development of unimproved real property.

### **Section 4-1.03**      **Long Term Leases**

The Board may authorize long term leases not to exceed thirty (30) years for the use of improved property.

### **Section 4-1.04**      **Short Term Leases**

The General Manager may enter into leases of five (5) years or less for new customers and ten (10) years or less for established customers in a form established by the Board.

### **Section 4-1.05**      **T-Hangar Leases**

T-Hangars may be leased as provided by the Board, and are to be used solely for aeronautical purposes, including storage of aircraft and aircraft parts.

### **Section 4-1.06**      **Tie-down Agreement**

The General Manager may enter into license agreements for tie-downs in in a form established by the Board.

### **Section 4-1.07**      **Licenses**

The Board may authorize licenses for intermittent or occasional use of District property. The General Manager may authorize licenses for the use of airport property when such use does

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<sup>1</sup> Adopted on February 6,2018 by Res. No. 18-02-774

<sup>2</sup> Article 1 Section 4-1.01, 4-1.02, 4-1.03, 4-1.04, Article 2. Use Section 4-2.01, 4-2.02,4-2.03, 4-2.04,4-2.05, 4-2.06 4-2.07,4-2.08,4-2.09, 4-2.10, 4-1.11, Section 4-3.07 Static Aircraft Display, Article 5. Federal Funds Obligations, Section 4-5.01, amended on January 15, 2019 by Res No. 19-01-789

<sup>3</sup> Section 4-1.16 amended on February 5, 2019 by Res No. 19-02-790



not interfere with airport operations.

**Section 4-1.08      Sublease Agreements**

The General Manager may approve sublease agreements for tenants in good standing, up to the length of the lease term.

**Section 4-1.09      Operations Permit**

Any work conducted on District property by someone not under lease or license will require an operations permit. The General Manager may approve Operations Permits in a form adopted by the Board.

**Section 4-1.10      Right of First Refusal**

The General Manager may approve Right of First Refusal (ROFR) agreements with customers. The customer shall pay a non-refundable fee equivalent to one-month rent for the property. Should the customer choose to execute a lease agreement prior to the end of the ROFR expiration date, the ROFR payment shall be applied to rent. Should the customer not execute a lease agreement prior to the end of the ROFR, the payment is forfeited.

**Section 4-1.11      Lease Option**

The General Manager may approve option agreements with a term of up to six (6) months. The customer shall pay a non-refundable fee equivalent to one month's rent for the property. Should the customer choose to execute a lease prior to the end of the option period, the payment shall be applied to rent. Should the customer not execute a lease agreement prior to the end of the option period, the fee is forfeited.

**Section 4-1.12      Insurance and Indemnification**

Agreements entered into by the District for use of District property shall contain provisions for naming the District as an additional or co-insured, as determined, on a policy or policies of insurance procured by the user of District property and indemnifying the District from costs, liability, and damages resulting from the user's activities; provided, when the user of District property is a California public agency, such agency shall not be required to provide a certificate of insurance.

For all MASP owned facilities maintaining a structural area up to and including 10,000 square feet, the insurance level will be \$1 million each occurrence with no aggregate. For the purposes of subletting, the tenant with whom an agreement is established with MASP will be responsible for adding the sub-tenant as an "additionally insured" to the tenant's existing policy. Furthermore, the tenant with whom an agreement is established with MASP will be responsible for the actions of the sublessee.

The proposed modifications will be implemented to existing tenant agreements on or before July 1, 2023 or at the conclusion of a tenants existing agreement, pending which scenario occurs first.

Existing tenants maintaining structural facilities measuring less than 10,000 square feet wishing to modify their respective existing agreement immediately may do so by coordinating with MASP administration.

**Section 4-1.13            Assignment of Leases**

If a tenant desires to assign a lease, and such assignment requires Board approval, the Board shall review the lease to determine if it conforms to the most recent rules and regulations of the District and to adjust the rent, if necessary, to conform to current rental rates of the District.

**Section 4-1.14            District Right of First Refusal**

Upon expiration of a lease for which the District has a right of first refusal (ROFR), the District shall use best efforts to exercise its ROFR to acquire the property in accordance with law. If the District does not exercise its ROFR, the lease with the new tenant shall be at the then District rental rate for like leases.

**Section 4-1.15            Improvements and Fixtures**

Upon the expiration or termination of a lease, improvements, additions, alterations, and fixtures (excluding trade fixtures and equipment) shall become property of the District without any further payment or consideration. The District, in its sole discretion, may require a tenant to remove improvements, additions, alteration, and/or fixtures at the tenant's sole cost and expense, and repair any damage as a result of such removal. All improvements, additions, alterations, and fixtures shall be kept free of liens and shall not be used as security in any loan arrangements without District prior written consent. All improvements, additions, alterations, and fixtures installed in or attached to the property by a tenant must be in good condition when installed or attached.

**Section 4-1.16            Filming and Photography**

(a) Commercial Recording Media. Commercial Recording Media on District property is allowed only as authorized in a written agreement by the District. Use of the District name and logo is prohibited, unless expressly authorized in writing by the District. The District cannot and does not grant permission for use of the names, trademarks, logos, and other intellectual property and proprietary information in any form for any person or entity other than the District, and such approval must first be obtained from District such party.

(b) Personal Recording Media. Use of Recording Media in public areas outside the Air Operations Area, from inside Voyager Restaurant, or at authorized public events is permitted for Personal use. At public events, use of Personal Media is permitted in the designated area for

aircraft associated with the public event. Except as expressly provided herein, use of Recording Media for Personal use is prohibited in the Air Operations Area.

(c) Press. Nothing in this policy is intended to prevent members of the Press from covering events outside the Air Operations Area, except that permission must be obtained from tenants and other authorized occupants of District property before entering such property. Media may be granted access to the Air Operations Area subject to District approval.

(d) Definitions

“Air Operations Area (AOA)” means paved or unpaved areas used or intended to be used for the unobstructed movement of aircraft, in addition to its associated runways, taxiways, or aprons. Commonly refers to anything within the secured and fenced-in area of the airport.

“Commercial” means any use that is not Personal.

“Personal” means any use that is for an individual’s private purpose and use, and not for sale, marketing, promotional, or financial gain or purpose.

“Press” means sources and presentations of news and information, including: TV, radio, newspapers, magazines, web pages and blogs.

“Recording Media” means film, video, photography, and any other media capturing or recording visual images.

**Section 4-1.17            Fees and Impounding**

The District charges the following categories of fees for access to property:

- (a) Ground-based lease fees
- (b) Building lease fees
- (c) Hangar lease fees
- (d) Aircraft storage fees
- (e) Aircraft parking fees
- (f) Wash rack fees

The rates are set by the Board and published on the District’s website. An aircraft owner or agent failing to pay a fee duly charged for aircraft owned or controlled by the owner or agent shall have such aircraft subject to impoundment until such fees are paid.

**ARTICLE 2. PROJECTS**

**Section 4-2.01            Contracts**

(a) Contracts entered into by the District shall contain provisions required by state and federal law and regulation. Contract documents shall be reviewed by District Counsel to ensure compliance with such laws and regulations. Reference is particularly made to the Davis-Bacon Act (40 USC SS 276(a) et seq.) and to the Energy Policy and Conservation Act (42 USC SS 6201 et seq.).

(b) The Secretary shall publish and post notices required by such laws and regulations.

**Section 4-2.02      Public Works**

(a) Public works contracts shall be awarded to bidders whose bid is in the best interest of the District considering factors such as cost, experience, and availability.

- (1) Public works contracts valued at \$50,000 or less may be awarded by the General Manager.
- (2) The General Manager shall require at least two bids for public works contracts valued between \$50,000 - \$200,000, and may award the contract to the party submitting the bid in the best interest of the District.
- (3) Public works that cost \$200,000 or more shall be let for public bid and awarded by the Board, unless otherwise determined by the Board.

(b) Contracts shall include provisions regarding prevailing wages, working conditions, subcontractors, insurance, and other customary provisions. Contracts of \$25,000 or more shall require a payment bond for 100% of the contract amount, and a performance bond as stated in the bid documents. Bids shall include a bid bond in an amount set by the District.

**Section 4-2.03      Procurement for Emergency Repairs**

(a) Labor and material necessary for emergency repair or replacement of public facilities of the District damaged by unanticipated calamity may be taken without giving notice for competitive bids if provisions of this Section are followed.

(b) The General Manager may authorize the procurement of labor or material without bidding to make emergency repairs or replacements when a meeting of the Board of Directors cannot be commenced to authorize emergency action in a timely manner. The General Manager shall report to the Board of Directors within seven (7) days of the emergency or at the next regular meeting scheduled within fourteen (14) days after the action.

**Section 4-2.04      General Manager Authority**

The General Manager is authorized to enter into contracts for the procurement of goods, services, or works on behalf of the District that have been authorized in a Board-approved budget. At the next regularly scheduled Board meeting, the General Manager shall report any contracts executed under this section. This provision shall be void, unless reauthorized by the Board, upon the hiring of a new General Manager.

**ARTICLE 3. WORKS OF ART**

**Section 4-3.01      Purpose**

This section shall govern the application for and placement of works of art at Mojave Air & Space Port.

### **Section 4-3.02**            **Definitions**

“Applicant” means the person who submits an Application to place art work at Mojave Air & Space Port.

“Application” means that form prescribed by the District to be completed and submitted by the Applicant for the placement of works of art at Mojave Air & Space Port.

“Art work” and “work of art” have the same meaning and are used interchangeably herein.

### **Section 4-3.03**            **Application**

(a) A person interested in placing a work of art at Mojave Air & Space Port shall submit an Application to the District. The Application shall include, in addition to the information required by the form, an accurate depiction of the art work to be installed and a site plan showing the location of the art work, complete with necessary and appropriate accessories to complement and protect the art work.

(b) If the Application is approved, the Applicant shall deposit with the District a fee, in an amount set by the District, sufficient to ensure the art work, once commenced, is completed. Upon completion of the art work, the deposit shall be returned to the Applicant, less any reasonable costs incurred by District to ensure completion of the art work.

(c) If the work of art is to be placed on a building or structure owned by a person other than the District, the Applicant shall submit written proof that the owner of the building or structure has agreed to and approved the placement of the work of art on the building or structure.

### **Section 4-3.04**            **Guidelines**

Guidelines for the approval and maintenance of works of art shall include, but are not limited to, the following criteria:

- (a) The art work shall be clearly visible and accessible to the public.
- (b) The composition of the art work shall be of permanent type materials in order to be durable against vandalism, theft and weather.
- (c) The art work shall be composed such that it requires a low level of maintenance.
- (d) The art work shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
- (e) The art work shall be designed and constructed by persons experienced in the production of such art work.
- (f) The art work shall be a permanent, fixed asset to the property.
- (g) The art work shall be maintained by the Applicant in a neat and orderly manner acceptable to the District.

**Section 4-3.05**            **Maintenance**

(a)     The Applicant shall be responsible for maintaining the art work in a neat and orderly manner acceptable to the District. If the Applicant fails to maintain the art work in a manner acceptable to the District, the District may either maintain or remove the art work.

(b)     The Applicant shall place a deposit with the District, in an amount set by the District, to be used for maintenance of the art work if the Applicant fails to maintain the art work in a manner acceptable by District. The District shall keep the deposit unless and until the art work is permanently removed from Mojave Air & Space Port, after which it shall refund the deposit less any reasonable costs incurred by the District in maintaining the art work.

(c)     If the deposit made by the Applicant is not sufficient to cover the costs of maintaining and/or removing the art work, the Applicant shall reimburse to the District the costs it incurs in excess of the deposit.

**Section 4-3.06**            **District's Rights**

(a)     The Board shall, in its sole discretion, approve or reject Applications to place works of art at Mojave Air & Space Port.

(b)     The District has the right to have a work of art maintained or removed if, in its sole discretion, the work of art is not being maintained in a manner acceptable to the District.

**Section 4-3.07**            **Static Aircraft Display**

Any static display of aircraft is subject to approval of, and upon such terms and conditions, as determined by the District.

**ARTICLE 4. CEQA**

**Section 4-4.01**            **General**

District projects shall be undertaken with due regard for the environmental consequences as required by this Policy and applicable state and federal law.

**Section 4-4.02**            **Adoption of Guidelines**

The District adopts and incorporates by reference the guidelines promulgated by the Secretary of Resources (hereinafter "State Guidelines") for local agencies to satisfy the California Environmental Quality Act (CEQA), except as otherwise provided herein.

**Section 4-4.03**            **Delegation of Responsibilities**

- (a)     The General Manager, or designee, shall:
  - (1)     Determine whether the District is a lead agency or responsible agency;

- (2) Determine whether an activity is exempt or a project subject to review;
  - (3) Conduct an initial study;
  - (4) At the direction of the Board, prepare or cause a negative declaration or environmental impact report (EIR) to be prepared;
  - (5) Respond to public comments;
  - (6) Provide required notices; and
  - (7) Respond to requests for consultation by lead agencies.
- (b) The Board shall:
- (1) Review an initial study to determine if a negative declaration or EIR is appropriate;
  - (2) Consider, approve, and certify the negative declaration, draft and final environmental impact report prior to approving a project; and
  - (3) Make findings as required by law.

## **ARTICLE 5. FEDERAL FUNDS OBLIGATIONS**

### **Section 4-5.01      General**

The District is obligated to follow the rules and guidelines set forth by the FAA when accepting federal funds. The FAA requires contractors include Disadvantaged Business Enterprise (DBE) subcontractors when bidding on federally-funded projects. Bidders and contractors shall comply with all applicable FAA DBE requirements.



## **STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Todd Lindner

**SUBJECT:** FAA Airport Improvement Program of Rehabilitate Runway  
12/30 Phase 1: 3-06-0154-036-2022

**MEETING DATE:** June 27, 2022

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### **Background:**

Attached for consideration is the FAA's grant award #3-06-0154-036-2022 in the amount of \$4,004,577 for the rehabilitation of runway 12/30 phase 1. The total amount for Phase – 1 is \$4,449,530. This grant agreement agrees to pay 90% of allowable costs incurred.

### **Recommended Action:**

Authorize the CEO to execute the agreement for grant #3-06-0154-036-2022 in the amount of \$4,004,577 for the rehabilitation of runway 12/30 phase 1.





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
California

Los Angeles Airports District  
Office:  
777 S Aviation Blvd, Ste 150  
El Segundo, CA 90245

June 17, 2022

Todd Lindner  
CEO/General Manager  
East Kern Airport District  
1434 Flightline  
Mojave, CA 93501

Dear Mr. Lindner:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0154-036-2022 at Mojave Air & Space Port Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 22, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Manson Wong, (424) 405-7280, [manson.wong@faa.gov](mailto:manson.wong@faa.gov) is the assistant manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
Cathryn G. Cason (Jun 17, 2022 13:46 PDT)

Cathryn G. Cason  
Manager  
Los Angeles Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	June 17, 2022
Airport/Planning Area	Mojave Air & Space Port Airport
FY2022 AIP Grant Number	3-06-0154-036-2022
Unique Entity Identifier	SXK5DNNVED74

TO: MOJAVE AIR & SPACE PORT  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **March 25, 2021**, for a grant of Federal funds for a project at or associated with the Mojave Air & Space Port Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Mojave Air & Space Port Airport (herein called the "Project") consisting of the following:

**Rehabilitate Runway 12/30 - Phase 1.**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$4,004,577**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

**\$ 4,004,577** airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will



proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 22, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).



18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and



2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 17, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. **Prohibition of Reprisals**
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
      3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
      4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
      5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
      6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

## SPECIAL CONDITIONS

26. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
    7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
      - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
      - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Cathryn G. Cason*

Cathryn G. Cason (Jun 17, 2022 13:46 PDT)

*(Signature)*

Cathryn G. Cason

*(Typed Name)*

Manager, Los Angeles Airports District Offi

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
**MOJAVE AIR & SPACE PORT**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>



- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the



revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**MOJAVE AIR & SPACE PORT**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other



participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of March 25, 2021.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.







## **STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Todd Lindner

**SUBJECT:** FAA Supplemental Award of Rehabilitate Runway 12/30 Phase 2:  
3-06-0154-037-2022

**MEETING DATE:** June 27, 2022

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### **Background:**

Attached for consideration is the FAA's grant award #3-06-0154-037-2022 in the amount of \$6,518,032 for the rehabilitation of runway 12/30 phase 2. This grant agreement agrees to pay 100% of allowable costs incurred.

### **Recommended Action:**

Authorize the CEO to execute the agreement for grant #3-06-0154-037-2022 in the amount of \$6,518,032 for the rehabilitation of runway 12/30 phase 2.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Western-Pacific Region  
California

Los Angeles Airports District  
Office:  
777 S Aviation Blvd, Ste 150  
El Segundo, CA 90245

June 17, 2022

Todd Lindner  
CEO/General Manager  
East Kern Airport District  
1434 Flightline  
Mojave, CA 93501

Dear Mr. Lindner:

Included with this transmission, please find the legally binding electronic copy of the Grant Agreement (Agreement) for Grant Number 3-06-0154-037-2022 at Mojave Air & Space Port Airport, offered in accordance with the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act ("ARPA Act") of 2021 (Public Law 117-2). The FAA has updated this Agreement for the FY2021 Supplemental Appropriations based on recent legislation.

In addition, this letter outlines the process and procedures necessary to execute and administer this Grant Agreement by you or the authorized agent for MOJAVE AIR & SPACE PORT. **Please read the agreement in its entirety prior to executing.** It is the sponsor's responsibility to certify comprehension and compliance.

1. Prior to signing the Grant Agreement. As a condition precedent to providing airport development assistance under the Airport Improvement Program, 49 U.S.C. § 47107, *et seq.*, the Secretary of Transportation and, by extension, the FAA must receive certain assurances from the airport sponsor. Title 49 U.S.C. § 47107(a) sets forth the statutory sponsorship requirements to which an airport sponsor receiving federal financial assistance must agree. The FAA has a statutory mandate to ensure that airport owners comply with these sponsor assurances. FAA Order 5100.38, Airport Improvement Program Handbook, as amended by Reauthorization Program Guidance Letters 19-01 through 19-07, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to grant administration, eligibility, and oversight. Further, FAA Order 5190.6, *FAA Airport Compliance Manual*, provides the policies and procedures to be followed by the FAA in carrying out its legislatively mandated functions related to compliance with federal obligations of airport sponsors. The FAA considers it inappropriate to provide federal assistance for improvements to airports where the benefits of such improvements will not be fully realized due to a sponsor's inability to comply with the Grant Agreement, including its terms, conditions, and assurances.
2. Executing the Grant Agreement. As stated in the Grant Agreement, the FAA may rescind this agreement at any time prior to execution. To assure this Agreement is properly executed, you must do the following:
  - a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than July 22, 2022** in order for the grant to be valid.
  - c. You may not make any modification to the text, terms or conditions of the grant offer.
  - d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.
3. Payment requests and record keeping requirements. Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Manson Wong, (424) 405-7280, manson.wong@faa.gov, is the assistant manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
Cathryn G. Cason (Jun 17, 2022 13:50 PDT)

Cathryn G. Cason  
Manager  
Los Angeles Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM**

**FY 2021 SUPPLEMENTAL GRANT PROGRAM**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	June 17, 2022
Airport/Planning Area	Mojave Air & Space Port Airport
Supplemental Appropriation Grant Number	3-06-0154-037-2022
Unique Entity Identifier	SXKSDNVVED74
TO:	<u>MOJAVE AIR &amp; SPACE PORT</u> (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated **March 25, 2021**, for a grant of Federal funds for a project at or associated with the Mojave Air & Space Port Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Mojave Air & Space Port Airport (herein called the "Project") consisting of the following:

**Rehabilitate Runway 12/30 - Phase 2.**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2021(Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b)

the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$6,518,032.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ **6,518,032** airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.**

This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close out and Termination.**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor



does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with Public Law 116-260, as amended by Public Law 117-2, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 22, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal Grant Agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;



- c. May be increased by not more than the greater of the following, land project if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, State, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require all contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
  1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- b. The FAA as the Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.

- 22. Priority Consideration Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered

under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated July 17, 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor performing work under this Grant who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - i. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - ii. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - iii. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:




- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - b. Upon completion of the project, submit a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. The Sponsor further agrees to submit interim test and quality assurance reports in a timely manner when requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph B, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this project.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



Cathryn G. Cason (Jun 17 2022 13:50 PDT)

*(Signature)*

Cathryn G. Cason

*(Typed Name)*

Manager, Los Angeles Airports District Offi

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
**MOJAVE AIR & SPACE PORT**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the grant assurances, terms, and conditions thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:



## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and



purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.



- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**MOJAVE AIR & SPACE PORT**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of March 25, 2021.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC  
Approved Projects**

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN



NUMBER	TITLE
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

NUMBER	TITLE
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases



**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



## **STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Todd Lindner

**SUBJECT:** **AIP Grant 3-06-0154-036-2022, Rehabilitation of Runway 12/30**

**MEETING DATE:** June 27, 2022

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### **Background:**

MASP applied for, received and accepted a grant offer from FAA for Rehabilitation of Runway 12/30 project. California Department of Transportation provides up to 5% of the FAA grant matching money.

California Department of Transportation may place a cap on matching funds at \$150,000.

### **Recommended Action:**

Approve the CEO to authorize filing an application for a state AIP Matching Grant, accepting allocation of state AIP Matching funds and execute an AIP Matching Grant Agreement for this project.

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOJAVE AIR AND SPACE PORT AUTHORIZING THE SUBMITTAL  
OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND  
EXECUTION OF A GRANT AGREEMENT WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION,  
FOR AN AIRPORT IMPROVEMENT PROGRAM ("AIP")  
MATCHING GRANT**

**WHEREAS**, the Mojave Air and Space Port and the Federal Aviation Administration are parties to federal Airport Improvement Program ("AIP") grant for 3-06-0154-036-2022 a **Rehabilitation Runway 12/30 – Phase 1** at the Mojave Air and Space Port; and

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5% of Federal Aviation Administration grants to airports; and

**WHEREAS**, the California Department of Transportation requires the Board of Directors to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of Mojave Air and Space Port:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

**BE IT FURTHER RESOLVED**, that the Board of Directors of Mojave Air and Space Port does hereby authorize Todd Lindner, Chief Executive Officer, to sign any documents required to apply for and accept these subject funds on behalf of Mojave Air and Space Port.

I hereby certify the foregoing resolution was introduced and read at the special meeting of the Board of Directors of Mojave Air and Space Port on the 27th day of June, 2022 and the resolution was duly adopted at said meeting by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary  
(SEAL)

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Scott Nave  
**SUBJECT:** AB 361 Remote Meeting Resolution

**MEETING DATE:** June 27, 2022

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**Background:**

The Governor's executive order suspending certain requirements of the Brown Act regarding board meetings has expired, but the proclamation of a state of emergency is still in place. The Legislature has amended Govt Code 54953 to include provisions allowing remote meetings during a state of emergency under certain conditions. The attached resolution allows the Board to continue meeting remotely until the state of emergency is lifted and social distancing is no longer recommended or required. If the Board adopts the resolution, it will have to renew the resolution every 30 days.

**Impacts:**

Fiscal: None

Environmental: This action does not constitute a project and is not subject to CEQA

Legal: None

**Recommended Action:**

The Board has two options:

1. The Board may adopt the resolution and continue with remote meetings during the month of June through July 26, 2022, or until the state of emergency is lifted; or
2. The Board may not adopt the resolution and resume holding meetings in compliance with the requirements of the Brown Act.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE MONTH OF JUNE 2022

WHEREAS, Mojave Air and Space Port (the "District") is committed to encouraging and preserving public access and participation in meetings of the Board of Directors; and

WHEREAS, Government Code section 54953, as amended by AB 361, makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subject to the existence of certain conditions; and

WHEREAS, a required condition is that there is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, Governor Newsom declared a State-wide state of emergency due to the Covid-19 pandemic on March 4, 2020, which declaration is still in effect, and state and local health officials continue to recommend social distancing; and

WHEREAS, the Board of Directors does hereby find that the resurgence of the Covid-19 pandemic, particularly through the Delta variant, has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify both the proclamation of state of emergency by the Governor of the State of California and the Kern County Health Department guidance regarding social distancing; and

WHEREAS, based on the above the Board of Directors of the District finds that in-person public meetings of the Board would further increase the risk of exposure to the Covid-19 virus to the residents of the District, staff, and Directors; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that it shall conduct Board meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, in compliance with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meetings of Board of Directors will be available to the public for participation and comments through virtual measures, which shall be fully explained on each posted agenda.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE PORT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, as set forth in the recitals.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2021.

Section 4. Remote Teleconference Meetings. The General Manager, staff, and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on June 27, 2022 and shall be effective until the earlier of (i) July 26, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of WBMWD may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Section 6. Termination of this Resolution. This Resolution will automatically terminate on the day that both the Governor's Declaration of Emergency and any local agency guideline for social distancing are no longer in effect.

PASSED AND ADOPTED by the Board of Directors of Mojave Air and Space Port, this 26<sup>th</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President

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Secretary





## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Todd Lindner  
**SUBJECT:** Pegasus, LLC – 5.5 Acres Unimproved Land  
**MEETING DATE:** June 27, 2022

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### **Background:**

Pegasus, LLC. is requesting a long term lease with the District for 5.5 Acres, approximately 239,540 sf. of undeveloped land. Pegasus, LLC. intends to build a hangar. They are requesting a Basic Term of Thirty (30) years.

### **Impacts:**

Fiscal: \$11,977.00 additional revenue per month, Annual \$143,724.00  
Environmental: N/A  
Legal: N/A

### **Recommended Action:**

Staff recommends approval of the requested terms, and authorization for CEO to finalize negotiations and execute the lease, subject to District Legal Counsel approval.

# Lease for Unimproved Land

THIS LEASE ("Lease") is entered into as of June 23, 2022 ("Effective Date") by Mojave Air and Space Port, a California Airport District ("Landlord") and Pegasus, LLC ("Tenant").

## ARTICLE 1. BASIC LEASE PROVISIONS

**1.1 Landlord:** Mojave Air and Space Port

**1.2 Tenant:** Pegasus, LLC

**1.3 Rental Commencement Date:** July 1, 2022

**1.4 Premises:** 5.5 Acres, unimproved land, South of TW B, as more specifically described on Exhibit A-1 and shown on Exhibit A-2 attached hereto.

**1.5 Rentable area:** Approximately 5.5 Acres (239,540 sf @ .05sf).

**1.6 Lease term:**

Basic Term: Thirty (30) years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

**1.7 Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2022	\$11,977.000	\$143,724.00

On July 1, 2023, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

**1.8 Use of Premises:** The Premises shall be occupied and used by Tenant for the sole purpose of building a facility for assembly and manufacturing of aeronautical or commercial space vehicles and related-items, parking, and office space, and for no other use or purpose.

**1.9 Security Fee:** Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

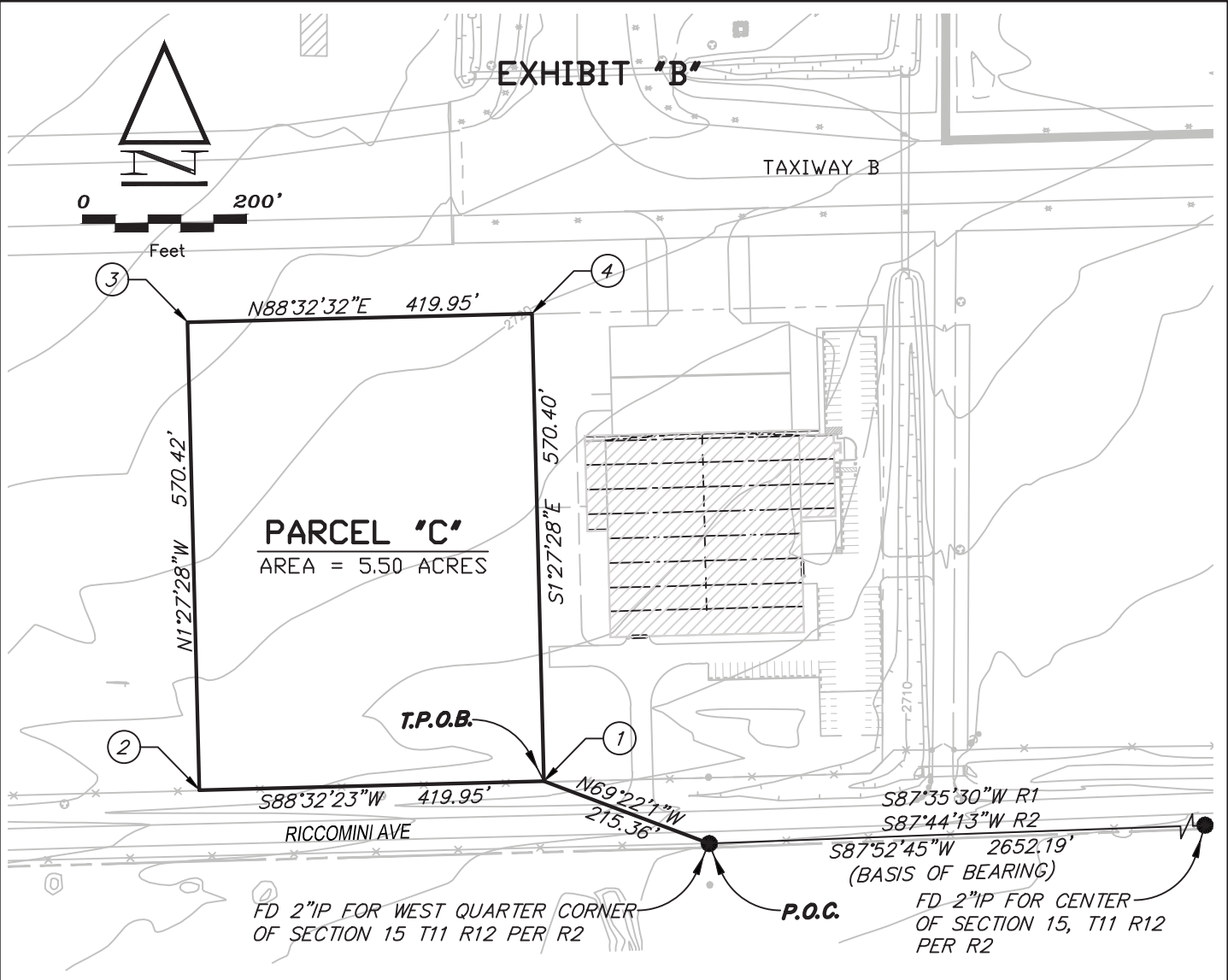
**1.10 Late charge:** If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.

**1.11 Addresses for notices and rent payment:**

Landlord:  
Mojave Air and Space Port  
Attn: Contracts Manager  
1434 Flightline Mojave, CA 93501  
P: 661-824-2433  
[www.mojaveairport.com](http://www.mojaveairport.com)

Tenant:  
Pegasus, LLC  
36 Malaga Cove Plaza  
Palo Verdes, CA 90274  
P: 310-375-7600  
bcochran@pegasus.aero

# EXHIBIT "B"



LOCATION OF PARCEL "C"		
POINT	LATITUDE	LONGITUDE
①	N35° 2' 49.94"	W118° 9' 00.73"
②	N35° 2' 49.83"	W118° 9' 05.78"
③	N35° 2' 55.47"	W118° 9' 05.97"
④	N35° 2' 55.58"	W118° 9' 00.92"

ABOVE COORDINATES ARE CONVERTED FROM APPROXIMATE STATE PLANE COORDINATES BASED ON AESI CONTROL PT #1 AND AVAILABLE CAD LEASE BASE MAP.

### LEGEND

- FD = FOUND
- IP = IRON PIPE
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- R1 = LEASE MAP 9 A2-MOJ. LE M1
- R2 = PM 4238 BK 20 PG 153

**MOJAVE AIR & SPACE PORT**  
 A CALIFORNIA SPECIAL DISTRICT  
 1434 FLIGHT LINE (661) 824-2433 TEL  
 MOJAVE, CA 93501 (661) 824-2914 FAX



LEASE AREA C = 5.50 AC = 239,540 SQ. FT.  
**LAND LEASE EXHIBIT**  
 EXHIBIT "B" - MAY 2022



**CEO REPORT**

**TO:** MASP Board of Directors

**FROM:** Todd Lindner

**MEETING DATE:** June 21, 2022

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**Updates**

→ Security

→ Hangar 68

→ IF-1 Racing



**CEO REPORT**

Authorized Payments

BOARD MEETING: 6/21/2022	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	6/8/2022	59,767.31		59,767.31
	6/15/2022	53,949.90		53,949.90
EFT'S	6/15/2022	-	\$537,126.45	537,126.45
		113,717.21	537,126.45	650,843.66
BOD CHECK	6/21/2022	32,839.03		
		71,454.00		
		84,801.44		
		189,094.47		189,094.47
VOID CHECK	61911			
	62048			
<b>TOTAL ALL CHECKS &amp; EFT'S</b>				<b>839,938.13</b>

Date: Wednesday, June 8, 2022  
 Time: 12:50PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-22 As of: 6/8/2022

Page: 1 of 4  
 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							
062325	CK	6/8/2022	0187 AFLAC	12-22	050916	VO	469734/0522	5/25/2022	0.00	537.60
062326	CK	6/8/2022	0365 Consolidated Electrical Dist.	12-22	051015	VO	3978-1026138	6/1/2022	0.00	1,073.57
062327	CK	6/8/2022	0396 CDW Government	12-22	051027	VO	X857640	5/27/2022	0.00	1,644.10
062328	CK	6/8/2022	0474 Alma Del Rio	12-22	051034	VO	060622	6/6/2022	0.00	248.00
062329	CK	6/8/2022	0479 Aramark	12-22	051012	VO	2600004783	6/3/2022	0.00	57.95
062329	CK	6/8/2022	0479 Aramark	12-22	051013	VO	2600004776	6/3/2022	0.00	214.30
062329	CK	6/8/2022	0479 Aramark	12-22	051014	VO	2600004705	6/3/2022	0.00	85.02
062330	CK	6/8/2022	0722 Freeway Smog & Auto Repair	12-22	050168	VO	2695	2/11/2022		
									<b>Check Total</b>	<b>357.27</b>
062331	CK	6/8/2022	0819 Reliable Air Conditioning &	12-22	051028	VO	20769	5/23/2022	0.00	300.00
062332	CK	6/8/2022	0866 The Home Depot Credit Plan	12-22	051019	VO	0522	5/31/2022	0.00	4,582.32
062333	CK	6/8/2022	1086 Joyce Media, Inc.	12-22	051007	VO	49026	5/30/2022	0.00	383.00
062334	CK	6/8/2022	1103 KERN COUNTY DEPT.	12-22	051010	VO	170664816	5/10/2022	0.00	105.75
062335	CK	6/8/2022	1161 Kern Auto Parts Inc	12-22	051024	VO	966528	6/2/2022	0.00	607.64
062335	CK	6/8/2022	1161 Kern Auto Parts Inc	12-22	051025	VO	966529	6/2/2022	0.00	25.71
									<b>Check Total</b>	<b>633.35</b>



Date: Wednesday, June 8, 2022  
 Time: 12:50PM  
 User: CPANKO

**Mojave Air & Space Port**  
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 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
062336	CK	6/8/2022	1241 Loschnigg Consulting LLC	12-22		051001	VO	2022-05-31	5/31/2022	0.00	6,000.00
062337	CK	6/8/2022	1257 Little Buttes Publishing Co	12-22		051021	VO	0622	6/6/2022	0.00	407.74
062338	CK	6/8/2022	1364 Karl's Hardware Mojave	12-22		050997	VO	053122	5/31/2022	0.00	1,755.45
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051002	VO	6072-003/0522	5/31/2022	0.00	520.80
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051003	VO	6072001/0522	5/31/2022	0.00	9,025.97
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051004	VO	6072000/0522	5/31/2022	0.00	97.58
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051005	VO	6072002/0522	5/31/2022	0.00	240.62
062339	CK	6/8/2022	1372 Mojave Public Utility District	12-22		051033	VO	05221/0522	6/7/2022	0.00	5,872.01
									<b>Check Total</b>		<b>15,756.98</b>
062340	CK	6/8/2022	1373 Mojave Public Utility District	12-22		051032	VO	05222/0522	6/7/2022	0.00	157.50
062341	CK	6/8/2022	1436 Porter Concrete Construction	12-22		051023	VO	4770	6/1/2022	0.00	10,411.00
062342	CK	6/8/2022	1803 Race Telecommunications, Inc.	12-22		051016	VO	RC678852	6/1/2022	0.00	906.97
062342	CK	6/8/2022	1803 Race Telecommunications, Inc.	12-22		051017	VO	RC679233	6/1/2022	0.00	406.71
									<b>Check Total</b>		<b>1,313.68</b>
062343	CK	6/8/2022	1865 RLH Fire Protection	12-22		051022	VO	0976056	5/27/2022	0.00	716.00
062344	CK	6/8/2022	1952 Southern California Edison	12-22		050998	VO	12285395/0522	6/1/2022	0.00	9,836.95
062345	CK	6/8/2022	2006 Sierra Rail Services	12-22		051008	VO	221205	5/1/2022	0.00	592.20

Date: Wednesday, June 8, 2022  
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 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
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 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
062346	CK	6/8/2022	2045 Shreds Unlimited Inc	12-22		051018	VO	20549/0622	6/3/2022	0.00	40.00
062347	CK	6/8/2022	2193 Velosio LLC	12-22		051006	VO	IN100-00075398	5/31/2022	0.00	483.75
062348	CK	6/8/2022	2253 Waste Management Kern	12-22		051009	VO	0172743-4808-9	6/1/2022	0.00	391.54
062349	CK	6/8/2022	2450 Xerox Corporation	12-22		051029	VO	016365177	6/1/2022	0.00	227.16
062349	CK	6/8/2022	2450 Xerox Corporation	12-22		051030	VO	016365178/SEC	6/1/2022	0.00	48.45
062350	CK	6/8/2022	3030 Sonia Valenzuela	12-22		051026	VO	060622	6/6/2022	0.00	728.50
062351	CK	6/8/2022	3042 Alma Delcid	12-22		051031	VO	052322/BOOT	6/6/2022	0.00	177.45
062352	CK	6/8/2022	3080 Mike Edmonds	12-22		051000	VO	050322	5/3/2022	0.00	100.00
062353	CK	6/8/2022	4046 Prathima Bayisetty DMD	12-22		051035	VO	050522	6/2/2022	0.00	354.00
062354	CK	6/8/2022	4093 Boyd F. Young, O.D.	12-22		050999	VO	050322	5/3/2022	0.00	364.00
<b>Check Total</b>										0.00	<b>275.61</b> 728.50

Date: Wednesday, June 8, 2022  
 Time: 12:50PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-22 As of: 6/8/2022

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 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
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Check Count: 30

**Acct Sub Total: 59,767.31**

Check Type	Count	Amount Paid
Regular	30	59,767.31
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>30</b>	<b>59,767.31</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>59,767.31</b>
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Date: Wednesday, June 15, 2022  
 Time: 12:03PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-22 As of: 6/15/2022

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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							
062355	CK	6/15/2022	0002 Capsed LLC	12-22	050510	VO	0101630	3/25/2022	0.00	157.50
062356	CK	6/15/2022	0109 AT&T	12-22	051037	VO	29683334/0622	6/1/2022	0.00	456.92
062357	CK	6/15/2022	0479 Aramark	12-22	051048	VO	2600006121	6/10/2022	0.00	158.37
062358	CK	6/15/2022	0615 Federal Express	12-22	051050	VO	7-784-59477	6/10/2022	0.00	51.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051044	VO	21547039	5/31/2022	0.00	11,100.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051045	VO	21524610	5/31/2022	0.00	1,575.00
062359	CK	6/15/2022	1178 Kimley-Horn and Associates, Inc.	12-22	051046	VO	21547035	5/31/2022	0.00	10,325.00
<b>Check Total</b>										<b>23,000.00</b>
062360	CK	6/15/2022	1241 Loschnigg Consulting LLC	12-22	051042	VO	051522	5/19/2022	0.00	813.08
062361	CK	6/15/2022	1254 Lincoln Nat'l Life Ins. Co.	12-22	051056	VO	4419558152	7/1/2022	0.00	1,036.76
062362	CK	6/15/2022	1267 Lowe's	12-22	051038	VO	8004557306/0622	6/2/2022	0.00	310.02
062363	CK	6/15/2022	1429 Northern Digital, Inc.	12-22	051040	VO	056826	5/29/2022	0.00	3,840.76
062363	CK	6/15/2022	1429 Northern Digital, Inc.	12-22	051041	VO	056818	5/29/2022	0.00	1,550.93
<b>Check Total</b>										<b>5,391.69</b>
062364	CK	6/15/2022	1800 Ramos Strong Inc	12-22	051039	VO	0374910	6/6/2022	0.00	1,457.45
062365	CK	6/15/2022	1817 Rael & Letson	12-22	051043	VO	260927	5/27/2022	0.00	16,300.00

Date: Wednesday, June 15, 2022  
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 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
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 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
062366	CK	6/15/2022	1896 Speedy Car Wash	12-22	051053	VO	4060	6/8/2022	0.00	200.00
062366	CK	6/15/2022	1896 Speedy Car Wash	12-22	051054	VO	4061	6/11/2022	0.00	250.00
									<b>Check Total</b>	<b>450.00</b>
062367	CK	6/15/2022	1925 Sparkletts	12-22	051049	VO	13703338060922	6/9/2022	0.00	1,173.41
062368	CK	6/15/2022	2136 UNUM Life Ins. Co.	12-22	051055	VO	4419558152	7/1/2022	0.00	2,777.34
062369	CK	6/15/2022	3037 Gary Mathis	12-22	051052	VO	061322	6/13/2022	0.00	225.00
062370	CK	6/15/2022	3044 Anthony Parada	12-22	051051	VO	061322	6/13/2022	0.00	58.36
062371	CK	6/15/2022	3220 Ray Hatfield	12-22	051036	VO	060922	6/9/2022	0.00	133.00

Check Count: 17

**Acct Sub Total: 53,949.90**

Check Type	Count	Amount Paid
Regular	17	53,949.90
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>17</b>	<b>53,949.90</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>53,949.90</b>
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AIR & SPACE PORT  
AT RUTAN FIELD

*Electronic Fund Transfers June 1 through June 15, 2022*

Date		Debit
6/2/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$35,649.34
6/2/2022	ACH DEBIT MTOT DISC BANKCARD	\$123.23
6/3/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$57,968.40
6/6/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$34,345.98
6/7/2022	ACH DEBIT 1800 CALPERS	\$54,686.43
6/7/2022	ACH DEBIT 3100 CALPERS	\$9,216.94
6/7/2022	ACH DEBIT 1800 CALPERS	\$7,439.51
6/7/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$4,059.42
6/7/2022	ACH DEBIT 3100 CALPERS	\$3,134.03
6/8/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$107,294.11
6/8/2022	ACH DEBIT PAYABLES	\$36,500.00
6/8/2022	ACH DEBIT PAYABLES	\$6,106.00
6/8/2022	ACH DEBIT INVESTMENT DSTRS	\$325.00
6/8/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
6/8/2022	ACCT SVC FEE	\$5.00
6/8/2022	ACCT SVC FEE	\$5.00
6/9/2022	ACH DEBIT PAYROLL PAYCHEX-RCX	\$60,593.80
6/9/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$33,478.57
6/9/2022	ACH DEBIT GARNISH PAYCHEX	\$48.96
6/10/2022	ACH DEBIT TAXES PAYCHEX	\$12,250.53
6/10/2022	ACH DEBIT INVOICE PAYCHEX	\$256.70
6/10/2022	ACH DEBIT CLOVER APP CLOVER APP MRKT	\$44.95
6/13/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$67,989.55
6/15/2022	Wire Transfer Fee	\$15.00
6/15/2022	CA DEPT TAX FEE CDTFA EPMT ACH	\$5,340.00
	TOTAL	\$537,126.45