

# MOJAVE AIR AND SPACE PORT

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

Date: February 2, 2016  
Time: 2:00 p.m.  
Location: Board Room  
1434 Flightline, Mojave, California

### AGENDA

#### 1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- 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 Business Items.

- A. Minutes of the Regular Board Meeting on January 19, 2016
- B. Minutes of the Special Board Meeting on January 27, 2016
- C. Check Register dated January 29, 2016

#### 4. Business Items

- A. Approval of Land Lease Agreement with Kern County
- B. Approval of Land Lease Agreement with Pyro Engineering
- C. Approval of Consultant Agreement with Stuart O. Witt

#### 5. Reports

- A. CEO/GM Report
- B. Board Committees
- C. Board of Directors: This portion of the meeting is reserved for board members to address 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.

### **7. Closed Session**

- A. Existing Litigation (Govt Code sec. 54956.9(a)): *Soest v. MASP*
- B. Real Property Negotiations (Govt Code 54956.8):
  - Property: Hangar 990
  - Negotiator: CEO, General Counsel
  - Parties: MASP, Stinemetze
  - Negotiating: Land Lease
- C. Real Property Negotiations (Govt Code 54956.8):
  - Property: Hangar 968
  - Negotiator: CEO, General Counsel
  - Parties: MASP, Kevin Mickey
  - Negotiating: Hangar Sale

### **8. Closed Session Report**

#### **Adjournment**

This Agenda was posted on January 29, 2016 by Tenina.

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 [carrie@mojaveairport.com](mailto:carrie@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 REGULAR MEETING OF JANUARY 19, 2016**

### **CALL TO ORDER**

The meeting was called to order on Tuesday, January 19, 2016, at 2:00 p.m. by Board President David Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

### **PLEDGE OF ALLEGIANCE**

Director Balentine led those assembled in the Pledge of Allegiance.

### **1. ROLL CALL**

Directors present: Balentine, Deaver, Evans, and Peterson

Directors absent: Painter

Others present: CEO Drees, Director of Planning Wojtkiewicz, Director of Administration Rawlings, Director of Maintenance Smith, District Counsel Navé (by phone), and Michael Brouse

### **2. APPROVAL OF AGENDA**

Upon motion by Director Balentine, seconded by Director Deaver, the agenda was unanimously approved as presented.

### **3. COMMUNITY ANNOUNCEMENTS**

Doug Clipperton from the Chamber of Commerce announced the location of the next Chamber meeting.

### **4. CONSENT AGENDA**

Upon motion by Director Deaver, seconded by Director Peterson, the following Consent Agenda items were unanimously approved:

**A. Minutes of the Regular Board Meeting of January 5, 2016**

**B. Check Register dated January 15, 2016**

### **5. BUSINESS ITEMS**

#### **A. Approval of Mid-Year Budget Revision.**

CEO Drees presented the Board with staff's proposed mid-year budget update and revisions. Director Peterson discussed the increase in the marketing budget. After

discussion, upon motion by Director Deaver, seconded by Director Balentine, the Board voted 3-1, Director Peterson voting “no,” to approve the resolution.

## **6. REPORTS**

### **A. Board Committees.**

Directors Evans and Balentine reported on the ad hoc committee discussions with Mojave Public Utility District regarding sewer service.

### **B. CEO/GM Report.**

CEO Drees discussed the new report format, and that she will be in Washington D.C. during the next Board meeting, the December financial report, and a proposed solar covered parking project.

### **C. Board of Directors**

Director Deaver reported on his attendance at the East Kern Economic Alliance meeting. Director Peterson inquired about the runway lighting project, and acknowledged the work of the Tower. President Evans requested that staff set up a workshop with the Board for the 2016-2016 budget.

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

There was no public comment.

## **8. CLOSED SESSION**

**A. Existing Litigation** (Govt Code 54956.9): *Soest v. MASP*

**B. Real Property Negotiations** (Govt Code 54956.8): Hangar 990

## **9. CLOSED SESSION REPORT**

In closed session, Counsel discussed with the Board the status of the Soest lawsuit. The Board also discussed lease negotiations for Hangar 990, and upon motion by Director Balentine, seconded by Director Peterson, voted unanimously to approve the lease assignment for 30 years with two 10-year options to renew. No other items were discussed.

## **ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 2:48 p.m.

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David Evans, President

ATTEST

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Jimmy R. Balentine, Secretary

# **BOARD OF DIRECTORS**

## **MINUTES OF A SPECIAL MEETING ON JANUARY 27, 2016**

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

The meeting was called to order on Tuesday, January 27, 2016, at 2:00 p.m. by Board President David Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

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

#### **B. Roll Call:**

Directors present: Balentine, Deaver, Evans, and Peterson

Directors absent: Painter

Others present: CEO Drees, Director of Planning Wojtkiewicz, and District Counsel (by phone)

**C. Approval of Agenda:** Upon motion by Director Deaver, seconded by Director Balentine, the agenda was unanimously approved as presented.

### **2. BUSINESS ITEMS**

#### **A. Approval of Check Register dated January 22, 2016**

Upon motion by Director Peterson, seconded by Director Deaver, the Board voted unanimously to approve the check register dated January 22, 2016.

### **3. CLOSED SESSION**

Before going into closed session, Randy Briley of Incotec explained to the Board the purpose and status of the lease assignments for the described property.

**A. Real Property Negotiations** (Govt Code 54956.8): Incotec Lease Assignment for 1761 Sabovich Street and 1391 Poole Street

### **4. CLOSED SESSION REPORT**

In closed session, the Board discussed the terms of the amendments and assignments for the described Incotec leases.

#### **BUSINESS ITEMS, continued**

**B. Approval of Assignment of Innovative Coatings Technology Corporation Leases**

Upon motion by Director Peterson, seconded by Director Deaver, the Board voted unanimously to approve the amendment and assignment of the Incotec leases for 1761 Sabovich Street and 1391 Poole Street.

**ADJOURNMENT**

There being no further business to come before the Board, the President adjourned the meeting at 2:18 p.m.

\_\_\_\_\_  
David Evans, President

ATTEST

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

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Periods: 07-16 Through 08-16 As of: 1/29/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company: EKAD</b>												
054044	CK	2/2/2016	1200	AT&T	08-16	035258	VO	82426811250	JAN	1/20/2016	0.00	88.90
054044	CK	2/2/2016	0109	AT&T	08-16	035259	VO	82432772660	JAN	1/20/2016	0.00	90.15
054044	CK	2/2/2016	0109	AT&T	08-16	035260	VO	82452188433	JAN	1/20/2016	0.00	87.02
054044	CK	2/2/2016	0109	AT&T	08-16	035261	VO	8423366431	JAN	1/20/2016	0.00	182.26
054044	CK	2/2/2016	0109	AT&T	08-16	035262	VO	82429143388	JAN	1/20/2016	0.00	447.68
054044	CK	2/2/2016	0109	AT&T	08-16	035263	VO	82417429146	JAN	1/20/2016	0.00	182.45
054044	CK	2/2/2016	0109	AT&T	08-16	035264	VO	82425977755	JAN	1/20/2016	0.00	88.90
											<b>Check Total</b>	<b>1,167.36</b>

**Telecommunications**

054045	CK	2/2/2016	0158	Ameripride Uniform Services	08-16	035223	VO	2100497363		1/22/2016	0.00	54.95
054045	CK	2/2/2016	0158	Ameripride Uniform Services	08-16	035224	VO	2100495680		1/15/2016	0.00	54.95
054045	CK	2/2/2016	0158	Ameripride Uniform Services	08-16	035225	VO	0158		1/22/2016	0.00	219.01
054045	CK	2/2/2016	0158	Ameripride Uniform Services	08-16	035226	VO	2100495683		1/15/2016	0.00	173.17
											<b>Check Total</b>	<b>502.08</b>

**Uniform Svs**

054046	CK	2/2/2016	0160	Antelope Valley Board of Trade	08-16	035246	VO	4884		1/22/2016	0.00	3,040.00
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**Sponsorship**

054047	CK	2/2/2016	0173	Allied Security Holdings LLC	08-16	035243	VO	6344668		1/21/2016	0.00	618.68
054047	CK	2/2/2016	0173	Allied Security Holdings LLC	08-16	035244	VO	6344667		1/21/2016	0.00	473.18
054047	CK	2/2/2016	0173	Allied Security Holdings LLC	08-16	035245	VO	6344666		1/21/2016	0.00	4,538.15
											<b>Check Total</b>	<b>5,630.01</b>

**Security Svc.**

# Mojave Air & Space Port

Date: Friday, January 29, 2016  
 Time: 11:25AM  
 User: LCALICA

Page: 1 of 4  
 Report: 03630.rpt  
 Company: EKAD

## Check Register - Standard

Periods: 07-16 Through 08-16 As of: 1/29/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054048	CK	2/2/2016	0187	AFLAC	08-16	08-16	035222	VO	686060/01-16	1/25/2016	0.00	862.62
<b><u>Employee Paid Benefits</u></b>												
054049	CK	2/2/2016	0194	Aviation Striping, Inc	08-16	08-16	035227	VO	266/FAA RW 8-26	1/25/2016	0.00	5,240.63
<b><u>FAA/RW 8-26</u></b>												
054050	CK	2/2/2016	0284	Brouse, Michael L.	08-16	08-16	035247	VO	JAN 11,12,19	1/23/2016	0.00	1,225.00
<b><u>Accounting Consultant</u></b>												
054051	CK	2/2/2016	0381	California Fencing, Inc.	08-16	08-16	035250	VO	6' NEW CHAIN	12/29/2016	0.00	4,680.00
054051	CK	2/2/2016	0381	California Fencing, Inc.	08-16	08-16	035251	VO	ORBITAL GATE	12/29/2016	0.00	7,050.00
054051	CK	2/2/2016	0381	California Fencing, Inc.	08-16	08-16	035268	VO	BRAG YARD	1/29/2016	0.00	1,100.00
											<b>Check Total</b>	<b>12,830.00</b>
<b><u>Wind Damage &amp; Orbital Fence</u></b>												
054052	CK	2/2/2016	0615	Federal Express	08-16	08-16	035257	VO	529701506	1/22/2016	0.00	14.83
<b><u>Admin. Shipping</u></b>												
054053	CK	2/2/2016	0846	Hi Grade Materials Co.	08-16	08-16	035254	VO	07-1375980	12/21/2015	0.00	387.72
<b><u>Orbital Gate</u></b>												
054054	CK	2/2/2016	1115	Kern Co. Fire Fighters Union	08-16	08-16	035229	VO	26TH ANNUAL FUN	1/22/2016	0.00	295.00
<b><u>Marketing</u></b>												



**Mojave Air & Space Port**  
Check Register - Standard  
 Periods: 07-16 Through 08-16 As of: 1/29/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	To Post	Perlod	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054055	CK	2/2/2016	1154	Kieffe & Sons Ford	08-16	08-16	035230	VO	1985/FORD RENTL	1/27/2016	0.00	1,050.00
054055	CK	2/2/2016	1154	Kieffe & Sons Ford	08-16	08-16	035248	VO	21366	1/18/2016	0.00	89.00
<b>Check Total</b>												<b>1,139.00</b>
054056	CK	2/2/2016	1365	Mojave Chamber of Commerce, Inc.	08-16	08-16	035231	VO	2016 MEMBERSHIP	1/28/2016	0.00	225.00
<b>2016 Memberships</b>												
054057	CK	2/2/2016	1501	Office Depot	08-16	08-16	035255	VO	JAN 2016	1/17/2016	0.00	515.24
<b>MASP/Office Supplies</b>												
054058	CK	2/2/2016	1555	C & M OVERHEAD DOORS, INC.	08-16	08-16	035228	VO	7510	1/27/2016	0.00	225.00
<b>Wind Damage</b>												
054059	CK	2/2/2016	1570	Otis Elevator Company	08-16	08-16	035265	VO	SAU07575216	1/20/2016	0.00	6,588.86
<b>Tower/Svc. Contract</b>												
054060	CK	2/2/2016	1670	Praxair	08-16	08-16	035232	VO	54675653/01-16	12/28/2016	0.00	236.23
<b>Tank Rental/Industrial Acetylene</b>												
054061	CK	2/2/2016	1868	Royal Electric Company	08-16	08-16	035233	VO	A1190/FAA 8-26	1/25/2016	0.00	180,528.69
054061	CK	2/2/2016	1868	Royal Electric Company	08-16	08-16	035234	VO	A1190 PP01	1/22/2016	0.00	5,872.00
<b>FAA/RW 8-26</b>												
<b>Check Total</b>												<b>186,400.69</b>

# Mojave Air & Space Port

Date: Friday, January 29, 2016  
 Time: 11:25AM  
 User: LCALICA

Page: 1 of 4  
 Report: 03630.rpt  
 Company: EKAD

## Check Register - Standard

Periods: 07-16 Through 08-16 As of: 1/29/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054062	CK	2/2/2016	1880	David Russell	08-16	08-16	035252	VO	DEC 2015/FAA	12/31/2015	0.00	4,170.00
054062	CK	2/2/2016	1880	David Russell	08-16	08-16	035253	VO	DEC 2015/GEN CO	12/31/2015	0.00	4,590.00
<b>Check Total</b>												
<b>8,760.00</b>												
<b><u>Engineering Svc.</u></b>												
054063	CK	2/2/2016	1914	Safety - Kleen	08-16	08-16	035235	VO	1914	1/18/2016	0.00	4,522.17
<b><u>Wash Rack Svc.</u></b>												
054064	CK	2/2/2016	1952	So. Calif. Edison	08-16	08-16	035236	VO	2340063106/1-16	1/21/2016	0.00	1,062.04
<b><u>Utility</u></b>												
054065	CK	2/2/2016	2230	Verizon Wireless	08-16	08-16	035256	VO	9758755297	1/12/2016	0.00	773.87
<b><u>Telecommunications</u></b>												
054066	CK	2/2/2016	3012	Fauble--Richard	08-16	08-16	035249	VO	7940	1/21/2016	0.00	96.00
<b><u>Employee Benefit Reimbursement</u></b>												
054067	CK	2/2/2016	3200	Mallon--Timothy	08-16	08-16	035238	VO	1639843	1/26/2016	0.00	142.00
<b><u>Employee Benefit Reimbursement</u></b>												
054068	CK	2/2/2016	3864	Rawlings--Carrie	08-16	08-16	035240	VO	57531	1/16/2016	0.00	61.00
<b><u>Employee Benefit Reimbursement</u></b>												

**Check Register - Standard**  
 Periods: 07-16 Through 08-16 As of: 1/29/2016

Date: Friday, January 29, 2016  
 Time: 11:25AM  
 User: LCALICA

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
054069	CK	2/2/2016	4023	Dat-Minh Do, DDS	08-16			035237	VO	SB012216	1/22/2016	0.00	140.00
054070	CK	2/2/2016	4523	Perez~Gerardo	08-16			035239	VO	38045	1/27/2016	0.00	45.00

**Employee Benefit Reimbursement**

Check Count: 27  
 Acct Sub Total: 242,127.35

Check Type	Count	Amount Paid
Regular	27	242,127.35
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>27</b>	<b>242,127.35</b>

Company Disc Total: 0.00  
 Company Total: 242,127.35

EFT's	Amount
AV Fuel 1/19/16	14,230.06
AV Fuel 1/30/16	14,134.96
AV Fuel 1/31/16	13,783.40
AV Fuel 2/2/16	698.75
AV Fuel 2/10/16	11,835.49
AV Fuel 2./11/16	37.63
<b>Total EFT</b>	<b>54,720.29</b>
<b>Total for Approval</b>	<b>296,847.64</b>

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Kevin Wojtkiewicz

**SUBJECT:** Kern County Lease

**MEETING DATE:** February 2, 2016

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**Background:**

Kern County has a number of leases at MASP. KCFD stores equipment at MASP in case of emergencies, which strategically keeps equipment in eastern kern. MASP is able to use the stored equipment as needed, and in kind MASP leases KCFD this property at no charge.

**Impacts:**

Fiscal: N/A

Environmental: N/A

Legal: N/A

**Recommended Action:**

- Approve and sign the land lease.

**AGREEMENT FOR LEASE  
OF LAND AT THE MOJAVE AIR AND SPACE PORT  
MOJAVE, CALIFORNIA**

(County of Kern – Mojave Air and Space Port)

**THIS AGREEMENT (“Agreement”)** is executed at Bakersfield, California, on \_\_\_\_\_, 2016 (“**Execution Date**”) by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and the **MOJAVE AIR AND SPACE PORT**, a California Airport District (“**MASP**”). MASP and County are referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS:**

**A.** MASP is a California Airport District organized and existing pursuant to California Public Utilities Code section 22001, et seq., and owns and operates the Mojave Air and Space Port located in Mojave, California (“**Airport**”).

**B.** On October 22, 2009, the Parties entered into a lease agreement for County’s use of a vacant portion of the Airport for fire equipment and apparatus storage purposes (“**Original Agreement**”).

**C.** The Original Agreement expired on October 22, 2015. It is the desire of the Parties to enter into a new agreement for the County’s continued use of storage space at the Airport.

**AGREEMENT:**

**1. Premises:** For and in consideration of the terms, covenants, and conditions contained in this Agreement, MASP leases to County, and County leases from MASP, an approximate 1.4-acre vacant portion of the Airport, as shown on the site map attached as **Exhibit “A” (“Premises”)**.

**2. Term:** The initial term of this Agreement (“**Term**”) shall commence on October 22, 2015 and terminate three years thereafter, unless sooner terminated as provided herein.

**3. Options to Extend Term:** Provided County is not in default in any of the provisions of this Agreement, MASP hereby grants to County two options to renew and extend the initial Term each for one year from and after the expiration of the initial Term. County may exercise said options by giving MASP written notice of its intention to do so not less than 30 calendar days prior to the expiration of the initial Term, or if the first option term is exercised, 30 days prior to expiration of the first option term. If an option is exercised, “**Term**” shall include the option term. “**Term**” shall also include any hold over period.

**4. Right to Terminate:** Either Party may terminate this Agreement by providing a 60-day prior written notice to the other Party.



**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** Pyro Engineering – Bunker 279  
**MEETING DATE:** February 2, 2016

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**Background:**

Pyro Engineering is now on a month to month lease for Acreage North of the Boneyard and is requesting to move to Bunker 279 on a Two (2) year lease with One (1) Two year option.

**Impacts:**

Fiscal: Increase of \$9,640.00  
Environmental: None  
Legal: None

**Recommended Action:**

Staff recommends approval for the requested new lease.

# Lease Agreement

THIS LEASE ("Lease") is entered into as of March 1, 2016 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Pyro Engineering Inc., dba Bay Fireworks ("Tenant").

## ARTICLE 1. BASIC LEASE PROVISIONS

**1.1 Landlord:** Mojave Air & Space Port

**1.2 Tenant:** Pyro Engineering Inc.

**1.3 Rental Commencement Date:** March 1, 2016

**1.4 Premises:** Bunker 279 and Acreage, as more specifically described on Exhibit A attached hereto.

**1.5 Rentable area:** Approximately 1,200 sq. ft. of Bunker and 21,760 sq. ft. Acreage.

**1.6 Lease term:**

Basic Term: Two (2) years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: One (1) Two (2) year option, exercisable pursuant to Section 22.17.

**1.7 Annual Rental:**

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2016	\$964.00	\$11,568.00

On March 1, 2017, 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 Tenant for the sole purpose of explosive material storage and other airport approved activities, 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 & Space Port  
1434 Flightline Mojave, CA 93501  
661.824.2433

Tenant:  
Pyro Engineering, Inc. dba Bay Fireworks  
999 S. Oyster Bay Rd., Ste.111, Bethpage,NY 11714  
516-597-5507

**1.12 Exhibits:**

**Exhibit A Map showing Premises**

This Article 1 ('Basic Lease Provision') is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz  
**SUBJECT:** Consulting Agreement  
**MEETING DATE:** February 2, 2016

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**Background:**

MASP is affected by many policies on local, state and federal levels. MASP would like to sign Stuart O. Witt to a consulting agreement, which would enable him to work policy issues on MASP's behalf.

**Impacts:**

Fiscal: \$200.00 per hour NTE 80 hours per month or 960 hours per year.

Environmental: N/A

Legal: N/A

**Recommended Action:**

- Approve and sign the consulting agreement.



## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made between Mojave Air and Space Port and Stuart O. Witt as of February 2, 2016.

### Recitals

A. Mojave Air and Space Port (“MASP”) is a California Airport District organized and existing pursuant to California Public Utilities Code section 22001, et seq., and owns and operates Mojave Air and Space Port located in Mojave, California.

B. Stuart O. Witt (“Consultant”), an individual, provides advice and consulting services relative to public policy, and is located in Ridgecrest, CA.

C. The purpose of this Agreement is to set forth the terms, conditions and consideration under which the Consultant will provide the services specified herein.

Now, therefore, the parties agree as follows.

### Terms

#### 1. Services

Consultant agrees to provide, as requested by MASP, consulting services related to local, state, and federal policy affecting MASP (the “Services”).

#### 2. Consideration

2.1 Fees. MASP shall compensate Consultant \$200.00 per hour on a time and materials basis, not to exceed 80 hours per month or 960 hours per year, contingent on satisfactory performance of the Services.

2.2 Payment. Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice, and supporting documentation. MASP shall pay the Consultant within thirty (30) days of an invoice being submitted. If MASP disputes any part of the invoice it shall so notify Consultant within 15 days of receipt of the invoice, but shall pay any undisputed portions of an invoice.

#### 3. Term; Termination

3.1 Term. This Agreement shall commence on the date first above written, and shall continue until terminated by a Party as provided herein.

3.2 Termination. This Agreement may be terminated as follows:

- a. For convenience, by either Party upon 30-days written notice to the other Party.
- b. In the event of breach, upon seven (7) days written notice from the non-breaching party; provided, if the nature of the breach is such that more than seven (7) days are required for its cure, the breaching party shall

- c. In the event of termination of this Agreement, each receiving party shall return to the disclosing party the disclosing party's proprietary information within thirty (30) days of termination.

4.4 All studies, reports, plans and other similar documents prepared by Consultant pursuant to this Agreement (collectively "Materials") are the property of MASP, and shall be delivered to MASP on demand or completion of the Services. If MASP uses any of the Materials furnished or prepared by Consultant for any purpose other than that of this Agreement the Consultant shall be released from responsibility concerning the use of the Materials. Consultant may retain copies of the Materials. MASP may use or reuse the Materials prepared by Consultant without additional compensation to Consultant.

## **5. Independent Contractor; Authority**

Consultant is an independent contractor and not an agent or partner of MASP for any purpose whatsoever. Consultant is responsible for determining the manner and method of providing the Services, and all equipment, facilities, or other items necessary to complete to Services. No Party has the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party, except as expressly provided herein. MASP shall not be liable to any assignee or subcontractor of Consultant, unless otherwise expressly agreed to in a writing signed by MASP.

## **6. Liability; Indemnification**

6.1 Limitations. No Party shall be liable for lost profits, indirect, or punitive damages, even if the Parties have notice of the potential for such damages.

6.2 Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other Party, its agents, employees, officer and directors (the "Indemnified Parties") from any and all costs and expenses, including attorney fees, that the Indemnified Party may pay or become obligated to pay, on account of any and all demand or claim arising out of the Indemnifying Party's negligent or intentional acts or omissions.

## **7. Insurance**

Consultant shall provide and maintain the insurance necessary and appropriate to the Services provided hereunder.

## **8. Miscellaneous**

8.1 Waiver. The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

8.2 Notices. Notices required under this Agreement shall be delivered to the location set forth below in the signature block, which may be changed in writing to the other Party. Notices shall be deemed given and effective: (a) by facsimile upon dispatch; (b) by mail three (3) calendar days after mailing first class, postage prepaid; (c) upon personal delivery to the other Party.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

MOJAVE AIR AND SPACE PORT

CONSULTANT

By \_\_\_\_\_  
David Evans, President  
1434 Flightline  
Mojave, CA 93501

By \_\_\_\_\_  
Stuart O. Witt  
604 Sylvia Avenue  
Ridgecrest, CA 93555

ATTEST

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

Approved as to Form:  
Nave & Cortell, LLP

Law Offices of Roger Stein Esq.

By \_\_\_\_\_  
Counsel for MASP

By \_\_\_\_\_  
Counsel for Consultant



## CEO REPORT

**TO:** MASP Board of Directors

**FROM:** Karina Drees

**MEETING DATE:** February 2, 2016

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### Goals and Objectives

- Dilapidated solar panels have been successfully removed. The stubs will remain for the time being in the event we decide to install solar covered parking in this area.
- Runway 8-26 lighting project is complete. We will wait to paint when the weather warms up.
- I will be meeting with Duncan from Shaw Moses Mendenhall February 17 to discuss a risk analysis and future insurance needs.

### Airport Improvements

- There was a water line break at hangar 210. We have isolated the break and no customers are currently without water. Preliminary estimates indicate the repairs could cost upwards of \$80,000. We are in the process of gathering additional information to better estimate the repairs and anticipate requesting Board approval next meeting to repair the line.

### Updates

- The AV Board of Trade Business Outlook Conference will be held in Lancaster Friday, February 26. If possible, we would like to know by the end of this week whether the Directors wish to attend.
- The Kern EDC Annual Dinner will be held June 15 at a new location: J.E.H. Ranch in Bakersfield. Tickets generally sell out immediately, so please inform us if you have an interest in attending this dinner.
- I am attending the annual FAA Office of Commercial Space Transportation conference in Washington DC this week to learn some updates on the regulatory environment of our industry.