

**Appendix J-1 ► Airport Joint Use Agreement for Military Use of Civilian Airfields**

*NATIONAL GUARD BUREAU  
AIR NATIONAL GUARD PAMPHLET 32-1001  
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***AIRPORT JOINT USE AGREEMENTS FOR MILITARY USE OF CIVILIAN AIRFIELDS***

This pamphlet implements AFD 10-10, *Civil Aircraft Use of United States Air Force Airfields*, and AFD 32-10, *Installations and Facilities*, and applies to Air National Guard (ANG) flying units that operate on public airports. This pamphlet provides guidance for negotiating fair and reasonable charges to the government (AF) for joint use of the flying facilities of a public airport.

***SUMMARY OF REVISIONS***

**This document is substantially revised and must be completely reviewed.** It adds clarification of responsibilities, standard forms and processes, allowable costs and calculation procedures. It corrects policy with regard to local operations agreements, joint participation projects and long-term leases.

**1. General.**

1.1. Title 49, United States Code (U.S.C.), Chapter 471, 'Airport Development (Title 49 U.S.C., Sections 47101-47129), provides that each of the airport's facilities developed with financial assistance from the United States Government and each of the airport's facilities usable for the landing and taking off of aircraft always will be available without charge for use by government aircraft in common with other aircraft, except that if the use is substantial, the government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facility used.

1.2. Federal Aviation Administration (FAA) Grant Assurance 27, *Use by Government Aircraft*, defines substantial use as any one of the following:

1.2.1. Five (5) or more government aircraft regularly based at the airport or on land adjacent thereto

1.2.2. The total number of movements (counting each landing as a movement) of government aircraft is 300 or more in a month.

1.2.3. 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 in a month.

1.3. Where the ANG has aircraft permanently assigned on a civilian airport, substantial use will be acknowledged and a payment agreement made to reimburse the airport for a reasonable share, proportionate to the total military use (assigned and transient), of the cost of operating and maintaining the facilities used.

## **2. Responsibilities and Authorities.**

2.1. Deputy Assistant Secretary of the Air Force Installations, (SAF/IEI), is responsible for policy and oversight for the Air Force's installation programs and is the approval authority for Airport Joint Use Agreements (AJUAs). All negotiated agreements must be submitted in writing to SAF/IEI for approval prior to signature by the concerned parties

2.2. Air Force General Counsel, (SAF/GCN) will be a coordinating office on negotiated agreements to ensure they are legally sufficient prior to approval by SAF/IEI.

2.3. The Air National Guard Civil Engineer, (ANG/CE) is responsible for negotiation of agreements where a based ANG unit is the host. Negotiations will be coordinated with all other military units assigned at or operating from the location. Authority to negotiate agreements and renewals will not be delegated to the field unit.

2.4. United States Property and Fiscal Officer (USPFO), will act in a advisory role during negotiations for ANG and Army National Guard units, but will have no authority to conduct negotiations or agree to terms and conditions for the AJUA.

2.5. ANG Units. The Base Civil Engineer (BCE) will facilitate data collection and meetings, but will have no authority to conduct negotiations or agree to terms and conditions for the AJUA. Operations personnel will assist in collecting flight data and validating percentage of flying by non-ANG units. Various base offices will assist in calculating the value of ANG provided services

## **3. Standard Procedures and Formats.**

To ensure consistency among agreements, all AJUAs will follow a standard process for calculation of fees and a standard format agreement (**Attachment 2**).

3.1. Air National Guard Civil Engineer Programs Division (ANG/CEP) will initiate renewal negotiations with airport owner/operators not less than one (1) year prior to the expiration of the AJUA then in effect. The new AJUA should be signed by all parties prior to the expiration of the existing agreement.

3.1.1. When a renewal can not be completed prior to expiration of the existing agreement, the unit must take steps to ensure all payments are terminated.

3.1.2. If fiscal years are crossed while negotiations are ongoing, funds in the budget for each year should be obligated via AF Form 406, *Miscellaneous Obligation/Reimbursement Document (MORD)*, in accordance with Defense Finance and Accounting Service DFAS-DE 7010.2-R,

*Commercial Transactions at Base Level*, until a final fee is agreed to. Missed payments are then made with these properly obligated funds.

3.1.3. When a renewal can not be completed prior to expiration of the existing agreement, Title 42

U.S.C., Chapter 15A, Subchapter 1, Sec. 1856b allows a unit that is the primary source of fire protection on the airport to continue to respond to civil aircraft emergencies.

3.2. Mid-term renewals can be requested by either the government (ANG) or the airport if services provided or costs incurred have changed significantly. Both parties must agree to a mid-term renegotiation.

3.3. The renewal process will be completed in four phases.

3.3.1. Phase 1 - Data Collection. A copy of this pamphlet and associated cost worksheet will be provided to each airport prior to negotiations. The cost worksheet and control tower operations information must be collected by the airport and unit and forwarded to ANG/CEP prior to scheduling a negotiation meeting.

3.3.1.1. If the airport has an alternative budget document that clearly delineates joint use area operations and maintenance costs, it can be submitted in lieu of the cost worksheet.

3.3.1.2. Control tower operations information should include, as a minimum, the total number of military operations for an entire fiscal or calendar year and the total number of all operations for the same period.

3.3.2. Phase 2 - Negotiation. A team from ANG/CEP will meet with unit representatives and airport officials to reach an agreement in principal – new fee and term of agreement. This phase generally concludes in a single meeting, but can require several meetings if additional data is required or there is disagreement over the cost calculation.

3.3.3. Phase 3 - Draft Agreement. When an agreement in principal is reach, ANG/CEP will produce a draft document using the standard format at **Attachment 2**. This draft will be sent electronically to the unit and airport officials for review. When the draft is approved by all parties, it will be sent to SAF/IEI for approval to execute.

3.3.4. Phase 4 - Final Agreement. After SAF/IEI approval, three originals of a final document will be forwarded to the unit for signatures. Following final signature by ANG/CE, originals will be provided to the unit base civil engineer (BCE), the airport authority and one will be maintained in ANG/CEP.

3.3.4.1. Government signatures on the document are the Adjutant General, the United States Property and Fiscal Officer (coordination only) and ANG Civil Engineer (final signature on behalf of the Chief, Air National Guard).

3.3.4.2. Airport signatures can vary depending on local requirements. Requested signature blocks should be identified by the airport during the draft review.

3.4. If negotiations reach an impasse, the issue will be referred to the Air Force Audit Agency (AFAA) for a management advisory service (MAS). AFAA will review all airport and military costs and operations and issue a determination on the appropriate fee. This determination will be binding on the ANG and will limit any further negotiations.

#### **4. Allowable Costs and Cost Sharing**

4.1. The AJUA is not a contract or federal award. It is a payment document. As such it does not require a contracting warrant for execution and is not subject to the cost accounting principals of Office of Management and Budget (OMB) Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*.

4.2. The AJUA fee will be determined by multiplying the airport's operations and maintenance costs for the jointly used areas by the percentage of military operations and subtracting appropriate credits for military provided services.

4.3. ANG will share in appropriate direct costs of operating and maintaining the jointly used areas. **Attachment 3** is a guide to calculating allowable costs. This is just a guide and is not necessarily all inclusive. Additional categories may be included, but must be accompanied by supporting documentation. Alternative budget documents produced by the airport for other purposes may be submitted in lieu of this worksheet if they clearly delineate direct joint use area costs from all other airport costs.

4.3.1. Direct costs do not include the overhead costs of operating the airport such as:

4.3.1.1. Indirect costs (consulting fees, professional fees, environmental fines, training, facility maintenance, etc.)

4.3.1.2. Administrative overhead (administrative salaries, marketing, travel, postage, janitorial, telephone, office supplies, uniforms etc.)

4.3.1.3. Authority accounting (profit, overhead, debt service, depreciation, deferred maintenance, contingencies, etc.)

4.3.1.4. Insurance (liability or fire)

4.3.2. The jointly used areas are generally only the runways and taxiways of the airfield.

4.3.2.1. Jointly used area costs do not include commercial areas such as terminals, parking ramps, maintenance hangars, parking garages, etc.

4.3.2.2. Certain features of the airfield will not be excluded from the cost calculation simply because they are not routinely used by the based military aircraft. Example: the maintenance costs and traffic counts associated with a runway that is too short for the based aircraft will not be excluded since it could be used by military aircraft from other units.

4.3.3. Where the airport, at the military's written request, provides a service specifically and solely for the benefit of the military, 100% of the airport's expense can be claimed under the AJUA. Specific supporting documentation of actual costs must be provided by the airport to justify these 100% line items.

4.4. Proportionate use is defined as the percentage of military operations. This will be calculated by dividing the total number of military operations by the total number of all operations as shown in a tower count for an entire fiscal year or calendar year.

4.4.1. Weight based calculations will not be allowed. The operations and maintenance costs covered by the AJUA are not affected by aircraft weight so it is not an appropriate metric for determining the military proportionate use.

4.4.2. Each unit that contributes to the total percentage of military operations, regardless of service, component or home station, will be individually responsible for their portion of the fee. The host, in most cases ANG, will be responsible for negotiating on behalf of all military users, but is not responsible for paying the whole fee. The total fee will be prorated to all military users based on their proportion of the military tower count.

4.4.3. Where helicopter operations are included in the military tower count, each helicopter operation will be counted on an equal basis with fixed wing aircraft. No discount will be given since the costs covered under the AJUA are not dependent on the weight of the aircraft. The only exception to this rule would be a location where the helicopter unit has its own landing pads and does not use the joint areas of the airport in any way. In this case, the helicopter count should be eliminated from the tower counts.

4.5. Proportionate use by the government will be offset by any significant contributions in kind provided by the military (fire protection services, control tower operations, weather services, snow removal equipment and operations, etc.).

4.5.1. The offset for provided services is based on the value of the cost avoidance to the airport.

Only the portion of a service the airport would be required to supply per FAA rules can be considered an offset to the AJUA fee. Example: if the military fire department is primary on the airfield and the station has 24 people, but FAA would only require a station with 16, then the offset would be the value of salaries, vehicles, equipment, etc., for 16 people.

4.5.2. Where fire protection is provided under a mutual aid agreement, the costs for either party (airport or ANG unit) will be considered as offsetting. Fire protection will not be a part of the cost calculation and the final agreement will only make reference to the mutual aid agreement.

4.5.3. Only direct costs of providing the services will be considered when determining the offset since only direct airport costs are allowed as part of the AJUA fee.

4.6. An inflation clause can be added to the calculated fee if all calculations are done using past year actual cost figures. If the calculation uses projected budget figures then inflation is already included and will not be added again.

4.6.1. The maximum inflation allowable is the Air Force (AF) recognized consumer price index value. This will be added to each year's fee over the term of the agreement and then converted back to a level annual payment to simplify accounting.

## **5. Terms and Conditions.**

5.1. AJUA payments can be made in a variety of ways depending on local requirements or desires (monthly, quarterly, annually). The standard document assumes payments will be made in arrears.

Payment in advance can be allowed if additional language is added to the agreement stipulating a pro-rata return of the payment in the event of early termination.

5.2. AJUAs will normally be for a period of five (5) years. AJUAs may be negotiated for a shorter period if there is sufficient justification provided by the airport. Longer AJUAs may be negotiated at the mutual agreement of both parties.

5.3. If requested by both parties, a separate operations agreement can be drafted and signed at the local level. This operations agreement can cover such issues as airfield access and security, emergency procedures, snow plans, master planning arrangements, etc. but will not include any financial provisions. This agreement can be referenced in the AJUA if the signed document is submitted with the AJUA for staffing.

5.4. Where fire protection is provided by the ANG or the airport exclusively, the local unit may draft and sign a separate fire operations agreement. This agreement can cover operational issues but will not include any financial provisions. This agreement can be referenced in the AJUA if the signed document is submitted with the AJUA for staffing.

5.5. Where air traffic control services are provided by the ANG, either through an air traffic control squadron or by contract services, the local unit may draft and sign a separate air traffic control operations agreement. This agreement can cover operational issues but will not include any financial provisions. This agreement can be referenced in the AJUA if the signed document is submitted with the AJUA for staffing.

## **6. Related Issues - Major Repairs, New Construction and Leases.**

6.1. The AJUA covers operations and maintenance costs only. Major repair and/or new construction projects required in the jointly used areas of the airport are not included in the AJUA. ANG contribution to any such project will be negotiated and covered in a separate written agreement with the owner/operator of the airport at the time the work is required. No offsets to the AJUA fee will be sought for joint participation in these projects. No increase in the AJUA fee will be granted for projects completed by the airport or the depreciation associated with them.

6.1.1. Joint participation projects will be completed using a military construction cooperative agreement (MCCA). These agreements are separate and distinct from the AJUA and must be able to stand the audit test on their own merit. MCCAs can be initiated by the local BCE and are submitted to ANG/CEP for approval and programming.

6.1.2. Joint participation projects will be evaluate for approval based on three criteria. There must be a military need for the project, the project must not be eligible for Airport Improvement Project (AIP) funding through FAA, and there must be federal funds available for the project.

6.1.2.1. If a project is eligible for FAA funding under the AIP program then the maximum federal participation will be provided by FAA. ANG will not offset the FAA share of the project and cannot, by law, offset the minimum contribution required by the airport.

6.2. Long-term leases for property occupied by ANG units are separate and distinct from the AJUA. While some AJUAs do run concurrently with the lease, they are separate programs and are not dependent upon each other. No offset to the AJUA fee will be sought for lease payments made and no increase in AJUA fee will be granted to the airport to supplement lease payments.

6.2.1. In most cases, lease payments for property occupied by the ANG unit is at a nominal rate (\$1 per year). This is consistent with FAA policy, which states that aviation related military units are not required to pay fair market value for leased property. This practice does not violate FAA Grant Assurances.

DANIEL JAMES, III, Lieutenant General, USAF  
Director, Air National Guard

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**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION***References*

AFPD 10-10, Civil Aircraft Use of United States Air Force Airfields  
 AFPD 32-10, Installations and Facilities  
 AFI 10-1001, Civil Aircraft Landing Permits  
 AFI 10-1002, Agreements for Civil Aircraft Use of Air Force Airfields  
 AFRCPAM, 32-1001, Airport Joint Use Agreements

*Abbreviations and Acronyms*

**AF**—Air Force  
**AFAA**—Air Force Audit Agency  
**FAA**—Federal Aviation Administration  
**AIP**—Airport Improvement Program  
**ANG**—Air National Guard  
**AJUA**—Airport Joint Use Agreement  
**BCE**—Base Civil Engineer  
**DFAS**—Defense Finance and Accounting Service  
**FAA**—Federal Aviation Administration  
**MAS**—Management Advisory Service  
**MCCA**—Military Construction Cooperative Agreement  
**MORD**—Miscellaneous Obligation/Reimbursement Document  
**OMB**—Management and Budget  
**U.S.C.**—United States Code  
**USPFO**—United States Property and Fiscal Officer

*Terms*

**Airport Joint Use Agreement (AJUA)**—An agreement between a military unit stationed at a civilian airport that delineates responsibilities and outlines payment arrangements pursuant to the requirements of Title 49 U.S.C., Section 47101-47129.

**Joint Participation Project**—Major repair or new construction efforts done on the jointly used areas that are jointly funded by the airport and the military.

**Joint Use Areas**—The areas of a civilian airport that are jointly used by civilian and military aircraft. This area is generally limited to the runways and taxiways.

**Operations and Maintenance Costs**—Costs incurred in the daily operation and recurring maintenance of jointly used areas.

**Percentage of Military Operations**—Taking numbers from the official control tower counts, divide the total number of military operations (local and itinerant) by the total number of all

operations (air carrier, air cargo, general aviation and military in both local and itinerant categories).

**Substantial Use**—A situation where a military unit has s significant enough impact on a civilian airport that reimbursement for operations and maintenance costs is warranted. It is further defined by FAA Grant Assurance 27, *Use by Government Aircraft*.

**Attachment 2**

**STANDARD TEMPLATE AIRPORT JOINT USE AGREEMENT BETWEEN AIRPORT  
AUTHORITY AND UNITED STATES OF AMERICA**

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**AIRPORT JOINT USE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the \_\_\_\_\_ ("Authority"); and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau, and the STATE OF \_\_\_\_\_, acting by and through its Adjutant General (collectively, "Government").

**RECITALS**

- a. The (Authority) owns and operates \_\_\_\_\_ Airport ("Airport"), located in the City of \_\_\_\_\_, State of \_\_\_\_\_.
- b. Title 49, United States Code, Chapter 471, "Airport Development," (Title 49 U.S.C., Sections 47101-47129), provides that each of the Airport's facilities developed with financial assistance from the United States Government and each of the Airport's facilities usable for the landing and taking off of aircraft always will be available without charge for use by government aircraft in common with other aircraft, except that if the use is substantial, the government may be charged a reasonable share, proportionate to the use, of the cost of operating and maintaining the facilities used.
- c. The government requires substantial use of the flying facilities at the Airport for the \_\_\_\_\_ Air National Guard, as well as for other occasional transient government aircraft.

d. The (Authority) is agreeable to such substantial use, in common with other users of the Airport, of the flying facilities by the government under this agreement.

e. The government and the (Authority) desire to provide for the delineation of responsibility for operation and maintenance of the flying facilities jointly used in common with others at the Airport, and to establish the government's reasonable share, proportional to such use, of the cost of operating and maintaining such jointly used flying facilities.

## **AGREEMENT:**

### **1. DEFINITIONS**

For purposes of this Agreement, the Jointly Used Flying Facilities of the Airport are the runways, taxiways, lighting systems, navigational aids, markings and appurtenances open to public use and use by the government, including all improvements and facilities pertaining thereto and situated thereon and all future additions, improvements, and facilities thereto as may be added or constructed from time to time. The Jointly Used Flying Facilities do not include land areas used exclusively by the government or the terminal buildings, hangars, non-government parking aprons and ramps, or other areas or structures used exclusively by the (Authority) or its lessees, permittees, or licensees for civilian or commercial purposes.

### **2. JOINT USE**

Subject to the terms and conditions of this Agreement, the government shall have the use, in common with other users of the Airport, present and prospective, of the Jointly Used Flying Facilities, together with all necessary and convenient rights of ingress and egress to and from the Jointly Used Flying Facilities and the Air National Guard installation and other government facilities located on the Airport. Routes for ingress and egress for the government's employees, agents, customers and contractors shall not unduly restrict the government in its operations.

### **3. (AUTHORITY) RESPONSIBILITIES**

The (Authority) will be responsible for the following services and functions, to standards in accordance with Paragraph 6 below:

a. Furnishing all personnel, materials and equipment required in the rendering of the services to be provided under the Agreement.

b. Performing any and all maintenance of the Jointly Used Flying Facilities, including but not limited to:

- (1) Joint sealing, crack repair, surface repairs, airfield markings and repair or replacement of damaged sections of airfield pavement;
- (2) Runway, taxiway, and approach lighting and the regulators and controls therefore;
- (3) Beacons, obstruction lights, wind indicators, and other navigational aids;
- (4) Grass cutting and grounds care, drainage, and dust and erosion control of unpaved areas, adjacent to runways and taxiways;

- (5) Sweeping runways and taxiways;
- (6) Controlling insects and pests;
- (7) Removing snow, ice and other hazards from runways and taxiways within a reasonable time after such runways and taxiways have been so encumbered.

c. Furnishing utilities necessary to operate the Jointly Used Flying Facilities.

d. Removing disabled aircraft as expeditiously as possible, subject to the rules and regulations of the National Transportation Safety Board, in order to minimize the time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.

#### **4. GOVERNMENT RESPONSIBILITIES**

a. The government will be responsible for the following:

- (1) Removing disabled government aircraft as expeditiously as possible in order to minimize the time the Jointly Used Flying Facilities, or any part thereof, would be closed because of such aircraft.
- (2) Removing snow and ice from all ramps, aprons, and taxiways used exclusively by government aircraft.
- (3) Subject to availability of appropriations therefore, repairing within a reasonable time damage to the Jointly Used Flying Facilities to the extent that such damage is caused solely by government aircraft operations and is in excess of the fair wear and tear resulting from the military use contemplated under this Agreement.

#### **5. PAYMENTS**

a. In consideration of and for the faithful performance of this Agreement, and subject to the availability of federal appropriations, the government shall pay to the (Authority) as its proportionate share of operating and maintaining the Jointly Used Flying Facilities, the following: (TO BE NEGOTIATED)

b. Payments for the periods set out in Paragraph 5a above shall be made upon submission of appropriate invoices to the government as designated in Paragraph 5c below; provided, however, that if during the term of this Agreement, sufficient funds are not available through the annual appropriations at the beginning of any fiscal year to carry out the provisions of this Agreement, the government will so notify the (Authority) in writing.

c. Bills for the payments provided hereunder shall be directed to: Payer Identification, or to such other address as the government may from time to time provide to the (Authority) in writing.

d. Either party may request renegotiation if either party, at the request or with the formal concurrence of the other, as the case may be, requires services not contemplated by this Agreement, or reduces or eliminates services it undertakes to provide under this Agreement.

## **6. AIRFIELD MANAGEMENT**

- a. The (Authority) agrees that maintenance of the Jointly Used Flying Facilities shall, at all times, be in accordance with Federal Aviation Administration (FAA) standards for the operation of a commercial airport and operation of jet aircraft.
- b. The government agrees that any markings and equipment installed by it pursuant to Paragraph 7 of the Agreement shall be coordinated with the (Authority), and not be in conflict with FAA standards.

## **7. GOVERNMENT RESERVED RIGHTS**

- a. The government reserves the right, at its sole cost and expense and subject to Paragraph 6b above, to:
  - (1) Provide and maintain in the Jointly Used Flying Facilities airfield markings required solely for military aircraft operations.
  - (2) Install, operate and maintain in the Jointly Used Flying Facilities any and all additional equipment, necessary for the safe and efficient operation of military aircraft including but not limited to arresting systems and navigational aids.

## **8. FIRE PROTECTION AND CRASH RESCUE**

The parties to this Agreement have entered into a separate reciprocal fire protection agreement, which sets forth each party's responsibilities of fire protection and crash rescue services.

or

The parties to this Agreement have entered into a separate mutual aid fire protection agreement, which sets forth each party's responsibilities of fire protection and crash rescue services.

or

- a. The government maintains a fire fighting and crash rescue organization in support of military operations at the Airport. Within the limits of the existing capabilities of this organization, the government agrees to respond to fire and crash rescue emergencies involving civil aircraft, subject to subparagraphs 8b, 8c, and 8d below.
- b. The (Authority) agrees to release, acquit, and forever discharge the government, its officers, agents, and employees for all liability arising out of or connected with the use of or failure to supply in individual cases, government fire fighting and crash rescue equipment or personnel for fire control and crash rescue activities at or in the vicinity of the Airport. The (Authority) further agrees to the extent allowed under applicable law to indemnify, defend, and hold harmless the government, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of or failure to supply in individual cases, government fire fighting and crash rescue equipment or personnel, except where such claims

arise out of or result from the gross negligence or willful misconduct of the officers, agents, or employees of the United States, without contributory fault on the part of any person, firm, or corporation. The (Authority) agrees to execute and maintain in effect a hold harmless agreement as required by applicable Air Force instructions for all periods during which emergency fire fighting and crash rescue service is provided to civil aircraft by the government.

c. The (Authority) will reimburse the government for expenses incurred by the government for fire fighting and crash rescue materials expended in connection with providing such service to civil aircraft.

d. The government's responsibility under this Paragraph 8 shall continue only so long as a fire fighting and crash rescue organization is authorized for military operations at the Airport. The government shall have no obligation to maintain any fire fighting and crash rescue organization or to provide any increase in fire fighting and crash rescue equipment or personnel or to conduct any training or inspection for the purposes of this Paragraph. It is further understood that the government's fire fighting and crash rescue equipment shall not be routinely parked on the Jointly Use Flying Facilities during non-emergency landings of civil aircraft.

e. Notwithstanding the foregoing, so long as the government operates and maintains a fire fighting and crash rescue organization for military operations at the Airport, the government will, consistent with military operations as determined by the government, cooperate with the federal government agencies having jurisdiction over civil aircraft in the conduct of periodic inspections of fire fighting and crash rescue response time.

## **9. RECORDS AND BOOKS OF ACCOUNT**

The (Authority) agrees to keep records and books of account, showing the actual cost to it of all items of labor, materials, equipment, supplies, services, and other expenditures made in fulfilling the obligations of this Agreement. The Comptroller General of the United States or any of his or her duly authorized representatives shall, until the expiration of three (3) years after final payment, have access at all times to such records and books of account, or to any directly pertinent books, documents, papers, and records of any of the (Authority)'s contractors or subcontractors engaged in the performance of and involving transactions related to this Agreement. The (Authority) further agrees that representatives of the Air Force Audit Agency or any other designated representative of the government shall have the same right of access to such records, books of account, documents and papers as is available to the Comptroller General.

## **10. TERM**

This Agreement shall be effective for a term of five (5) years beginning (month/day, year), and ending (month/day, year).

## **11. TERMINATION**

a. This Agreement may be terminated by the government at any time by giving at least thirty (30) days' notice thereof in writing to the (Authority).

b. The government, by giving written notice to the (Authority), may terminate the right of the (Authority) to proceed under this Agreement if it is found, after notice and hearing by the Secretary of the Air Force or his or her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the (Authority), or any agent or representative of the (Authority), to any officer or employee of the government with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement, provided that the existence of the facts upon which the Secretary of the Air Force or his or her duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

c. In the event this Agreement is terminated as provided in subparagraph 11a above, the government shall be entitled to pursue the same remedies against the (Authority) as it could pursue in the event of a breach of the Agreement by the (Authority) and in addition to any other damages to which it may be entitled by law, the government shall be entitled to exemplary damages in an amount (as determined by the Secretary of the Air Force or his or her duly authorized representative) which shall be not less than three (3) or more than ten (10) times the costs incurred by the (Authority) in providing any such gratuities to any such officer or employee.

d. The rights and remedies of the government provided in subparagraph 11c above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## 12. GENERAL PROVISIONS

**a. Compliance with Law.** The (Authority) shall comply with all federal, state and local laws, rules and regulations applicable to the activities conducted under this Agreement.

**b. Assignment.** The (Authority) shall neither transfer nor assign this Agreement without the prior written consent of the government, which shall not be unreasonably withheld or delayed.

**c. Liability.** Except as otherwise provided in this Agreement, neither party shall be liable for damages to property or injuries to persons arising from acts of the other in the use of the Jointly Used Flying Facilities or occurring as a consequence of the performance of responsibilities under this Agreement.

**d. Third Party Benefit.** No member or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**e. Entire Agreement.** It is expressly agreed that this written instrument embodies the entire financial arrangement and agreement of the parties regarding the use of the Jointly Used Flying Facilities by the government, and there are no understandings or agreements, verbal or otherwise, between the parties in regard to it except as expressly set forth herein. Specifically, no landing fees or other fees not provided in this Agreement will be assessed by the (Authority) against the government in the use of the Jointly Used Flying Facilities during the term of this Agreement.

**f. Modification.** This Agreement may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

**g. Waiver.** The failure of either party to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, covenants, or provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, covenants, or provisions. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by such party.

**h. Paragraph Headings.** The brief headings or titles preceding each Paragraph and subparagraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement.

### 13. MAJOR REPAIRS AND NEW CONSTRUCTION

Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities (collectively, "Joint Use Projects") are not included under this Agreement. Any government contribution to Joint Use Projects shall be the subject of separate negotiations and written agreement between the (Authority) and the government at such time as the work is required. Any government participation in the costs of Joint Use Projects is subject to the availability of federal funds for such purpose at the time the work is required.

### 14. NOTICES

a. No notice, order, direction, determination, requirement, consent or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.

b. Written communications to the (Authority) shall be addressed to:

Name of Airport  
Street or P.O. Box  
City/State/Zip Code

c. Written communications to the government shall be in duplicate with copies to the United States of America and the State of (name) addressed respectively, as follows:

(1) To the United States of America:

ANG/CE  
3500 Fetchet Avenue  
Andrews AFB, MD 20762-5157

(2) To the State of (name):

The Adjutant General  
Street or P.O. Box  
City/State/Zip Code

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Dated: \_\_\_\_\_ (AIRPORT OWNER/OPERTOR NAME)

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

(Title)\_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dated:\_\_\_\_\_ STATE OF (NAME)

Coordinated with:

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

U.S. Property & Fiscal Officer The Adjutant General

Dated: \_\_\_\_\_ UNITED STATES OF AMERICA

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

For the Chief, National Guard Bureau

**Attachment 3****ALLOWABLE COST ITEMS****A3.1. Allowable Cost Items.**

**A3.1.1. Salaries - Labor/Contract:** Salaries for general labor used in grass cutting, snow removal, and trade labor providing maintenance/ repair of joint use facilities. Salaries limited to costs incurred in joint use area (i.e., landscaping/grass cutting, snow removal around the terminal, etc. not allowed). Submit list of employees-type and total number.

**A3.1.2. Pavement Maintenance:** Maintenance to runways, taxiways, overruns, shoulders of runways and taxiways (i.e., joint sealing, broken/shattered slabs repair or replacement, patching, tar/rubber removal, and paint restriping.) Do not include salaries already listed above.

**A3.1.3. Airfield Sweeping:** Supplies and fuels for sweeping joint use runways and taxiways. Do not include salaries already listed above.

**A3.1.4. Grass Cutting:** Supplies and fuels for mowing joint-use area (i.e., between runways, taxiways, clear zone, etc.). Do not include salaries already listed above.

**A3.1.5. Snow Plowing and Removal:** Supplies and fuels for snow removal in joint-use area. Do not include salaries already listed above.

**A3.1.6. Airfield Equipment Maintenance:** Maintenance of equipment used in joint use area (i.e., mowers, sweepers, snow removal equipment). Does not include general purpose vehicles used for overall airport operations. Please attach a list of equipment. Do not include salaries already listed above.

**A3.1.7. Airfield Lighting Maintenance:** Maintenance and parts such as bulbs, wiring, etc., for runways and taxiway lighting. Do not include salaries already listed above.

**A3.1.8. Navigational Aids Maintenance:** Maintenance and parts for those that are not maintained by FAA or military (windsock, indicators, VORs, VASI, etc.). Please attach a list of applicable navigational aids. Do not include salaries already listed above

**A3.1.9. Utilities Maintenance:** Maintenance and parts for utility lines (electrical, water, etc.) in the joint use areas. Do not include salaries already listed above.

**A3.1.10. Airfield Supplies:** General supply items to include small equipment/tools and ground fuels not already included in other categories above.

**A3.1.11. Utilities:** Utility bills directly supporting joint use area -- primarily electricity for airfield lighting.

**A3.1.12. Erosion Control/Storm Drainage:** Such items as grass seeding, grading, minor ditching and earthwork for sloping, and drainage in joint use areas. Repair/upgrade of storm

drain system such as pipes, catch basins, ditches, etc. Environmental permits, sampling and analysis fees for joint use areas only.

**A3.1.13. Entomology/Animal Control:** Pest and animal control measures within the joint use areas.

**A3.1.14. Air Traffic Control/Weather Services:** Only where they are not provided by FAA or the military.

**A3.1.15. Fire Protection:** Only where the Airport exclusively provides fire protection (no mutual aid or reciprocal fire agreement).

**A3.1.16. Other:** Provide a detailed explanation of the additional cost item and appropriate supporting documentation.

**A3.2.** This is only a guide. Alternative budget breakouts can be submitted with justification and supporting documentation.

**A3.3.** The following items occurring within or without the joint-use area(s) are not allowable costs.

**A3.3.1. Operations and maintenance of non-joint use facilities** (terminals, parking facilities, commercial ramps and hangars, fuels facilities, etc.)

**A3.3.2. Indirect costs** (consulting fees, professional fees, environmental fines, training, facility maintenance, etc.)

**A3.3.3. Administrative overhead** (administrative salaries, marketing, travel, postage, janitorial, telephone, office supplies, uniforms etc.)

**A3.3.4. Authority accounting** (profit, overhead, debt service, depreciation, deferred maintenance, contingencies, etc.)

**A3.3.5. Insurance** (liability or fire)