

JOINT USE AGREEMENT BETWEEN
THE MARCH INLAND PORT AIRPORT AUTHORITY
AND
THE UNITED STATES AIR FORCE

This Joint Use Agreement (“Agreement”) is made and entered into this 19 day of March 2014, by and between the Secretary of the Air Force, for and on behalf of the United States of America (“Air Force) and the March Inland Port Airport Authority (“March IPAA”), a California Airport Authority under the governance of March Joint Powers Authority (March JPA) a unit of general local government in the State of California which is authorized to act as a joint powers authority , and which consists of the City of Moreno Valley, the City of Perris, the City of Riverside, and the County of Riverside.

WHEREAS, the Air Force owns and operates the runway and associated flight facilities (collectively “Flying Facilities”) located at March Air Reserve Base, California (“MARB”); and

WHEREAS, the March IPAA was formed by the March JPA in 1996 for the purpose of creating a new civilian joint use airport in cooperation with the Air Force; and

WHEREAS, the March IPAA operates the civilian joint use airport on behalf of March JPA.

WHEREAS, the March IPAA desires to use the Flying Facilities at MARB for civil operations which are to operate jointly with military aircraft; and

WHEREAS, the Air Force considers that this Agreement will be in the public interest, and is agreeable to joint use of the Flying Facilities at MARB; and

WHEREAS, this Agreement neither addresses nor commits any Air Force real property or other facilities that may be required for exclusive use by the March JPA and/or the March IPAA to support either present or future civil aircraft operations and activities arising out of or in connection with joint use; and

WHEREAS, the Air Force and the March JPA entered into the initial Joint Use Agreement between the March Joint Powers Authority and the United States Air Force on May 7, 1997 (the "Joint Use Agreement"), which was amended by the Amendment 1 to the Joint Use Agreement on February 21, 2001 ("Amendment 1"), and by the Amendment 2 to the Joint Use Agreement on June 20, 2008 ("Amendment 2"); and

WHEREAS, this Agreement has incorporated all of the changes previously approved in Amendment 1 and Amendment 2.

WHEREAS, the Air Force has approved the March JPA's request to assign all of its rights and interest under the Joint Use Agreement dated May 7, 1997, as amended to the March IPAA and;

WHEREAS, the Parties desire to modify Sections 1(c), 4(a), 8(a) and (b), and 11.

NOW, THEREFORE, it is mutually agreed by the Air Force and the March IPAA:

1. **CIVIL AIRCRAFT OPERATIONS**

a. The Air Force hereby authorizes the March IPAA to permit civil aircraft equipped with two-way radios capable of communicating with the MARB Control Tower to use the Flying Facilities at MARB, subject to the terms and conditions set forth in this Agreement and those Federal Aviation Regulations (FARs) applicable to civil aircraft operations. For purposes of this Agreement, the jointly used flying facilities are the runways,

taxiways, lighting systems, navigational aids, markings, and appurtenances located on MARB and open to public use as depicted on Exhibit A (“Jointly Used Flying Facilities”).

b. Prior to conducting any civil aircraft operations under this Agreement, the March IPAA will directly, or by contract with a fixed base operator, provide and operate at no cost to the Air Force, all facilities necessary to support the civil aircraft operations authorized under this Agreement. This includes but is not limited to aircraft parking and tie-down, aircraft fueling, and parking for privately-owned vehicles.

c. March IPAA is limited to 21,000 annual civil aircraft operations. Further environmental review may be required if civil aircraft operations exceed these limits. An operation is a landing or a takeoff.

d. Civil aircraft using the Jointly Used Flying Facilities on official government business as provided in Air Force Instruction (AFI) 10-1001, *Civil Aircraft Landing Permits*, are not subject to this Agreement and shall not otherwise count as a civil aircraft landing or take-off for purposes of this Agreement.

e. Civil aircraft using the Jointly Used Flying Facilities under the authority of this Agreement shall be entitled use for landings, take-offs, and ground movements of aircraft and will park only in areas owned by the March JPA or leased from the Air Force and designated for that purpose. Civil and military aircraft on official government business shall have unobstructed access to any portions of the taxiway that may be within the boundary of properties leased from the Air Force by the March JPA.

f. The distance between the hot cargo pad and runway 30/12 does not meet separation requirements; therefore, civil aircraft use of the runway will be suspended when the hot cargo pad on MARB is in use. The MARB Airfield Manager will provide the March IPAA with advance notice of operations scheduled for the hot cargo pad.

g. All ground and air movements of civil aircraft using the Jointly Used Flying Facilities under this Agreement, and movement of all vehicles operating on the airfield in areas other than the March JPA ramp, will be controlled by the MARB Control Tower. Military operations at March ARB shall be afforded priority over all other aircraft except emergencies.

h. Civil aircraft activity will coincide with the MARB Control Tower hours of operation. The Air Force will try to accommodate any requests from the March IPAA for additional hours for the MARB Control Tower or other essential airfield management services which the March IPAA may require beyond those needed by the Air Force. Any additional hours of the MARB Control Tower or other essential airfield management or operational requirements beyond those needed by the Air Force, shall be arranged and funded (or reimbursed) by March IPAA. These charges, if any, shall be in addition to the annual charge in paragraph 8(a) and payable not less frequently than quarterly.

i. No civil aircraft may use the Jointly Used Flying Facilities for student pilot training.

2. MAINTENANCE AND CONSTRUCTION

a. The Air Force is responsible for maintaining and repairing the Jointly Used Flying Facilities to support the military mission. The runway and apron, including any airfield pavements, lighting systems, and/or markings, are made available for use on an "as is, where is" basis. Nothing herein shall be construed to require the Air Force to improve existing facilities to accommodate civil aircraft using MARB pursuant to this Agreement.

b. Maintenance, resurfacing, and repairs of pavement owned by the March JPA and/or March IPAA as depicted in Exhibit A, shall be the responsibility of the March IPAA.

c. Dust or any other erosion or nuisance that is created by, or arises out of, activities or operations by civil aircraft authorized use of the Jointly Used Flying Facilities under this Agreement will be corrected by the March IPAA at no expense to the Air Force, using standard Air Force engineering methods and procedures.

d. Every effort will be made by the Air Force to perform runway maintenance with minimal interruption to civil aircraft operations. However, the Air Force reserves the right to temporarily suspend civil aircraft operations when required for runway maintenance. Except for emergency situations, the Air Force will notify the March IPAA at least five (5) days in advance of such temporary interruption. The Air Force will not be responsible for any lost revenues for such interruptions.

e. The current level of maintenance and operation of the Jointly Used Flying Facilities maintained by the Air Force at MARB for military operations and activities is adequate to support military operations. Any changes required to support civil aircraft operations must be at no expense to the Air Force and requires Air Force concurrence, which may be withheld at its sole discretion.

f. To ensure compliance with distance and height standards for structures adjacent to the runway, coordination with the MARB Base Civil Engineer and MARB Airfield Manager is required for planning and construction of new structures or exterior alteration of existing structures located on MARB that the March JPA may lease from the Air Force or on the March JPA leased or owned properties.

g. The March IPAA shall not post any notices or erect any billboards or signs, nor authorize the posting of any notices or the erection of any billboards or signs, at the Jointly Used Flying Facilities of any nature whatsoever, other than identification signs attached to buildings, without prior written approval from the MARB Base Civil Engineer.

3. **COMPLIANCE WITH APPLICABLE LAWS**

a. The March IPAA shall at all times during the existence of this Agreement promptly observe and comply, at its sole cost and expense, with the provisions of all Federal, State, and local laws, rules, regulations, orders, ordinances, and other governmental standards and requirements which may be applicable to the March IPAA's use of the Jointly Used Flying Facilities for civil aircraft operations and its activities under or pursuant to this Agreement, and particularly those provisions concerning the protection of the environment, pollution control and abatement, and occupational safety and health, whether the same now are in force, or that may at any time in the future be enacted or directed.

b. The March IPAA shall comply with all applicable State and local laws, ordinances, and regulations with regard to licenses or permits to do business and all other matters.

c. Nothing in this Agreement shall be construed to constitute a waiver of Federal supremacy or Federal sovereign immunity.

d. Responsibility for compliance as specified in this paragraph rests exclusively with the March IPAA. The Air Force assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority. The March IPAA shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the March IPAA's use of the Jointly Used Flying Facilities and its activities under or pursuant to this Agreement.

4. **AIR QUALITY AND NOISE RESPONSIBILITIES**

a. **Air Quality.** The March IPAA shall comply with the procedural and programmatic requirements of the Federal Clean Air Act and all State, Regional, and local

regulations related to clean air. This shall include, but not be limited to, any requirements to complete an "air quality conformity" analysis, the results and conditions of which shall be binding on the March IPAA and its commercial tenants. The March IPAA shall provide a certified statement of its emission levels annually to the Commander, 452 AMW commencing on December 31, 2014.

b. **Noise.** The March IPAA shall implement any civil aircraft noise mitigation plans associated with use of the Jointly Used Flying Facilities, at no expense to the Air Force, pursuant to the requirements of the MARB Air Installation Compatible Use Zone (AICUZ) study as it presently exists or may be updated in the future; and environmental impact statements and environmental assessments, including supplements, applicable to aircraft operations at MARB.

5. **SECURITY**

a. Authority under the provisions of the Internal Security Act of 1950 in restricting or prohibiting an individual access to MARB may be exercised by the installation commander. The March IPAA shall comply, at no expense to the Air Force, with all applicable Federal Aviation Administration and Transportation Security Administration security measures and procedures associated with civil aircraft use as described in the Airport Security Program for MARB.

b. Access to the MARB flight line for privately-owned vehicles will be limited to those required to support civil aircraft operations. The March IPAA will be responsible for coordinating with the MARB Airfield Manager to develop procedures consistent with Air Force Instruction 13-213 *Airfield Driving*, that will limit privately-owned vehicles to aircraft movement areas and parking aprons and ensure that individuals are certified to drive on the MARB flightline. March IPAA employees, its commercial tenants,

customers, and guests are responsible for following MARB flightline driving rules. The Air Force must be reimbursed if it provides the training required for certification.

6. **GROUND HANDLING AND SERVICES**

a. The March IPAA shall be responsible, when necessary, for providing services (including fueling), maintenance, and emergency repairs for civil aircraft authorized to use the Jointly Used Flying Facilities under this Agreement at no cost to the Air Force. The March IPAA shall comply with FAA standards in controlling materials and equipment used in such services so as to prevent aircraft foreign object damage.

b. If Air Force assistance is provided to repair a civil aircraft, the March IPAA shall reimburse the Air Force for all expenses of such services.

7. **FIRE PROTECTION AND CRASH RESCUE**

a. The Air Force maintains the level of fire fighting and crash and rescue capability required to support the military mission at MARB. The Air Force agrees to respond to fire and crash and rescue emergencies on the March JPA owned or leased property involving civil aircraft outside the hangars or other structures within the limits of its capabilities, equipment, and available personnel, at the request of the March IPAA, and subject to subparagraphs b, c, and d below. Air Force fire fighting and crash and rescue equipment and personnel shall not be routinely located in the airfield movement area during non-emergency landings by civil aircraft.

b. Excluding fire fighting and crash and rescue equipment and related personnel, the March IPAA shall be responsible for installing, operating, and maintaining, at no cost to the Air Force, the equipment and safety devices required for all aspects of handling and support for aircraft on the ground, as specified in the Federal Aviation Regulations (FARs) and National Fire Protection Association procedures and standards.

c. The March IPAA agrees to release, acquit, and forever discharge the Air Force, its officers, agents, contractors, and employees from all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force fire fighting and/or crash and rescue equipment or personnel for fire control and crash and rescue activities pursuant to this Agreement. The March IPAA further agrees to indemnify, defend and hold harmless the Air Force, its officers, agents, contractors, 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 Air Force fire fighting and/or crash and rescue equipment or personnel.

d. The March IPAA will reimburse the Air Force for all documented expenses incurred by the Air Force for fire fighting and/or crash services, spill response services, and rescue materials expended in connection with providing such services to civil aircraft. If mission essential, the Air Force may, at its option, with concurrence of the National Transportation Safety Board, remove damaged civil aircraft and associated debris from Air Force-owned pavements or property and shall follow existing Air Force directives and/or instructions in recovering the cost of such removal.

e. Failure to comply with the above conditions, upon reasonable notice to cure or upon termination of this Agreement under the provisions of paragraph 12, may result in termination of fire protection and crash and rescue response by the Air Force.

f. The Air Force commitment to assist the March IPAA with fire protection shall continue only so long as a fire fighting and crash and rescue organization is authorized for military operations at MARB. The Air Force shall have no obligation to maintain or provide a fire fighting and crash and rescue organization or fire fighting and crash and rescue equipment; or to provide any increase in fire fighting and crash and rescue

equipment or personnel; or to conduct training or inspections for purposes of assisting the March IPAA with fire protection.

8. PAYMENTS

a. For the purpose of reimbursing the Air Force for the March IPAA's share of the cost of maintaining and operating the joint use runway and flying facilities as provided in this Agreement, the March IPAA shall pay, with respect to civil aircraft authorized to use the Flying Facilities at MARB under this Agreement, the sum of twenty five thousand dollars (\$25,000) annually commencing the year beginning January 1, 2015, payable quarterly, which includes unlimited landings of all aircraft with a maximum gross take-off weight (MGTOW) of 40,000 pounds or less. A surcharge of twenty-five cents (\$.25) per thousand pounds of Maximum Landing Weight will be assessed for those aircraft weighing more than 40,000 pounds MGTOW, as compensation for repairs and construction on existing runways and taxiways. The surcharge is payable quarterly.

(1) Notwithstanding the foregoing: Any runway maintenance costs associated with civil operations that exceed what the Air Force normally experiences in maintaining and operating the runway at MARB shall be at the March IPAA's expense.

b. All charges and surcharges will be adjusted for inflation annually on the anniversary of this Agreement. The annual rate of inflation will be based on the *Consumer Price/Index-All Items*, not to exceed five percent (5%) annually. Inflation exceeding five percent (5%) will be carried over and added to the inflation adjustment for a year or years where the adjustment would otherwise be less than five percent (5%).

c. The March IPAA also shall pay any amounts required to reimburse the Air Force for expenses incurred for any services the Air Force provides under this Agreement,

including but not limited to, additional tower or other essential airfield management services (paragraph 1), civil aircraft repair (paragraph 6), and fire fighting and/or crash and rescue services and materials (paragraph 7). Payment shall be made quarterly.

d. All payments due pursuant to this Agreement shall be payable to the order of the Treasurer of the United States of America, and shall be made to the Financial Services Officer, MARB, within thirty (30) days after each quarter. Quarters are deemed to end on December 31, March 31, June 30, and September 30. Payment shall be made promptly when due, without any deduction or setoff except as contemplated and agreed to in Paragraph 15. Interest at the rate prescribed by the Secretary of the Treasury of the United States shall be due and payable on any payment required to be made under this Agreement that is not paid within ten (10) days after the date on which such payment is due and end on the day payment is received by the Air Force.

e. The March IPAA may collect fees and charges from civil aircraft authorized use of MARB under this Agreement; however, the March IPAA is responsible for payment to the Air Force as set forth in paragraph 8a whether or not fees are charged or collection efforts are successful. Civil aircraft operating at MARB on official government business are not subject to the March IPAA fees.

9. **LIABILITY AND INSURANCE**

a. The March IPAA will assume all risk of loss and/or damage to property or injury to or death of persons by reason of civil aircraft use of the Jointly Used Flying Facilities under this Agreement, including but not limited to, risks connected with the provision of services or goods by the Air Force to the March IPAA or to any user under this Agreement. The March IPAA further agrees to indemnify and hold harmless the Air Force against, and to defend at the March IPAA expense, all claims for loss, damage, injury, or death

sustained by any individual, corporation, or other entity and arising out of the use of the Jointly Used Flying Facilities by civil aircraft authorized to use MARB by the March IPAA and/or the provision of services or goods by the Air Force, to the March IPAA or any user, whether the claims be based in whole, or in part, on the negligence or fault of the Air Force or its contractors or any of their officers, agents, and employees, or based on any concept of strict or absolute liability, or otherwise,

b. The March IPAA will carry a policy of liability and indemnity insurance satisfactory to the Air Force, naming the United States of America as an additional insured party, to protect the Government against any of the aforesaid losses and/or liability, in the sum of not less than fifty (50) million dollars bodily injury and property damage combined for any one accident. The March IPAA shall provide the Commander, 452 AMW, with a certificate of insurance evidencing such coverage. A new certificate must be provided on the occasion of policy renewal or change in coverage. All policies shall provide that: (1) no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice of such cancellation, reduction, or change by the Commander, 452 AMW, (2) any losses shall be payable notwithstanding any act or failure to act or negligence of the March IPAA or the Air Force or any other person, and (3) the insurer shall have no right of subrogation against the Air Force.

10. **THIRD PARTY DOCUMENTS.**

The March IPAA shall include in contracts, leases, or operating agreements with civil aircraft operators their responsibility to use flight routes, instrument approaches, and all other procedures established by the Air Force and the FAA for MARB, and for full compliance with applicable provisions of this Agreement.

11. **TERM OF AGREEMENT.**

a. This Agreement shall become effective immediately and shall remain in force and effect for a term of 25 years with an automatic 15 year extension provided MIPAA is in compliance with all terms of this agreement, unless otherwise renegotiated or terminated under the provisions of paragraph 12, but in no event shall this Agreement survive the termination or expiration of the March JPA's right to use, by license, lease, or transfer of ownership, of the land areas used in connection with use of the Jointly Used Flying Facilities.

b. Upon becoming effective, the Agreement shall supersede and cancel all previous agreements between the Parties concerning March JPA use of the Jointly Used Flying Facilities.

12. **RENEGOTIATION SUSPENSION AND TERMINATION**

a. Except in the case of temporary emergency situations, if significant changes in circumstances or conditions relevant to this Agreement should occur, the Air Force and the March IPAA may enter into negotiations to revise the provisions of this Agreement, including financial and insurance provisions, upon sixty (60) days written notice to the other party. Any such revision or modification of this Agreement shall be processed as specified in AFI 10-1002, *Agreements for Civil Aircraft Use of Air Force Airfields*, and shall require the written mutual agreement and signatures of both parties. Unless such agreement is reached, this Agreement shall continue in full force and effect, subject to termination or suspension under this section. The Air Force, as represented by the Commander, 452 AMW, or designee, and the March IPAA, as represented by the Chair of the March IPAA or designee, agree in advance to review this Agreement annually in January.

b. Notwithstanding any other provision of this Agreement, the Air Force may temporarily suspend this Agreement at any time during any national or State emergency,

present or future, declared by the President or the Congress of the United States or the State of California during the period of such emergency.

c. Notwithstanding any other provision of this Agreement, the Air Force may terminate this Agreement (1) at any time by the Secretary of the Air Force, giving ninety (90) days written notice to the March IPAA, provided that the Secretary of the Air Force determines, in writing, that paramount military necessity requires that joint use be terminated, or (2) in the event the March IPAA violates any of the terms and conditions of this Agreement and continues and persists therein for thirty (30) days after written notification to cure such violation. In addition to the above rights, the Air Force may at any time suspend this Agreement if violations of its terms and conditions by the March IPAA create a significant danger to safety, public health, the environment, or exceed the emissions levels specified in paragraph l.c. and further described in Exhibit B, at MARB.

13. **GENERAL PROVISIONS**

a. The March IPAA shall neither transfer nor assign this Agreement without the prior written consent of the Air Force.

b. The failure of either the Air Force or the March IPAA to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, 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, or provisions. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing signed by such party.

14. **NOTICES.**

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

a. Written communication to the March IPAA shall be received by the March IPAA at the following address:

March Joint Powers Authority
23555 Meyer Drive
Riverside, CA 92518

b. Written communication to the Air Force shall be received by the Air Force at the following address:

Commander, 452 AMW
2145 Graeber Street, Suite 117
March Air Reserve Base, CA 92518

15. **MAJOR REPAIRS AND NEW CONSTRUCTION**

a. Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities are not included under this Agreement (collectively, "Required Joint Use Projects"), and any March IPAA contribution to such projects shall be the subject of separate negotiations and written agreement between the Air Force as represented by the Commander, 452 AMW, and the March IPAA at such time as the work is required. Such an agreement may provide for crediting all or a portion of the costs of such projects to the payments due from the March IPAA for runway maintenance under this Agreement.

b. Major repair projects and/or new construction projects required for the Jointly Used Flying Facilities or contracts related to airfield operations or maintenance that are desirable for civil aircraft operations and are to be funded by the March IPAA (collectively "Desirable Joint Use Projects") also are not included under this Agreement and shall be the subject of separate negotiations and written agreement between the March IPAA and the Air Force as represented by the Commander, 452 AMW, at such time as the work is desired. Such an agreement may provide for crediting all or a portion of the direct March IPAA funded

contributions of such projects to the payments due from the March IPAA for runway maintenance under this Agreement.

16. OTHER AGREEMENTS NOT AFFECTED.

This Agreement does not affect the MARB/Riverside City and County Fire Mutual Aid Agreement,

17. EXHIBITS.

One (1) exhibit is attached to and made a part of this Agreement:

Exhibit A - Joint and Exclusive Use Properties, and

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

UNITED STATES AIR FORCE

Date: _____

By:  _____

TIMOTHY K. BRIDGES

Deputy Assistant Secretary of the Air Force (Installations)

MARCH INLAND PORT AIRPORT AUTHORITY

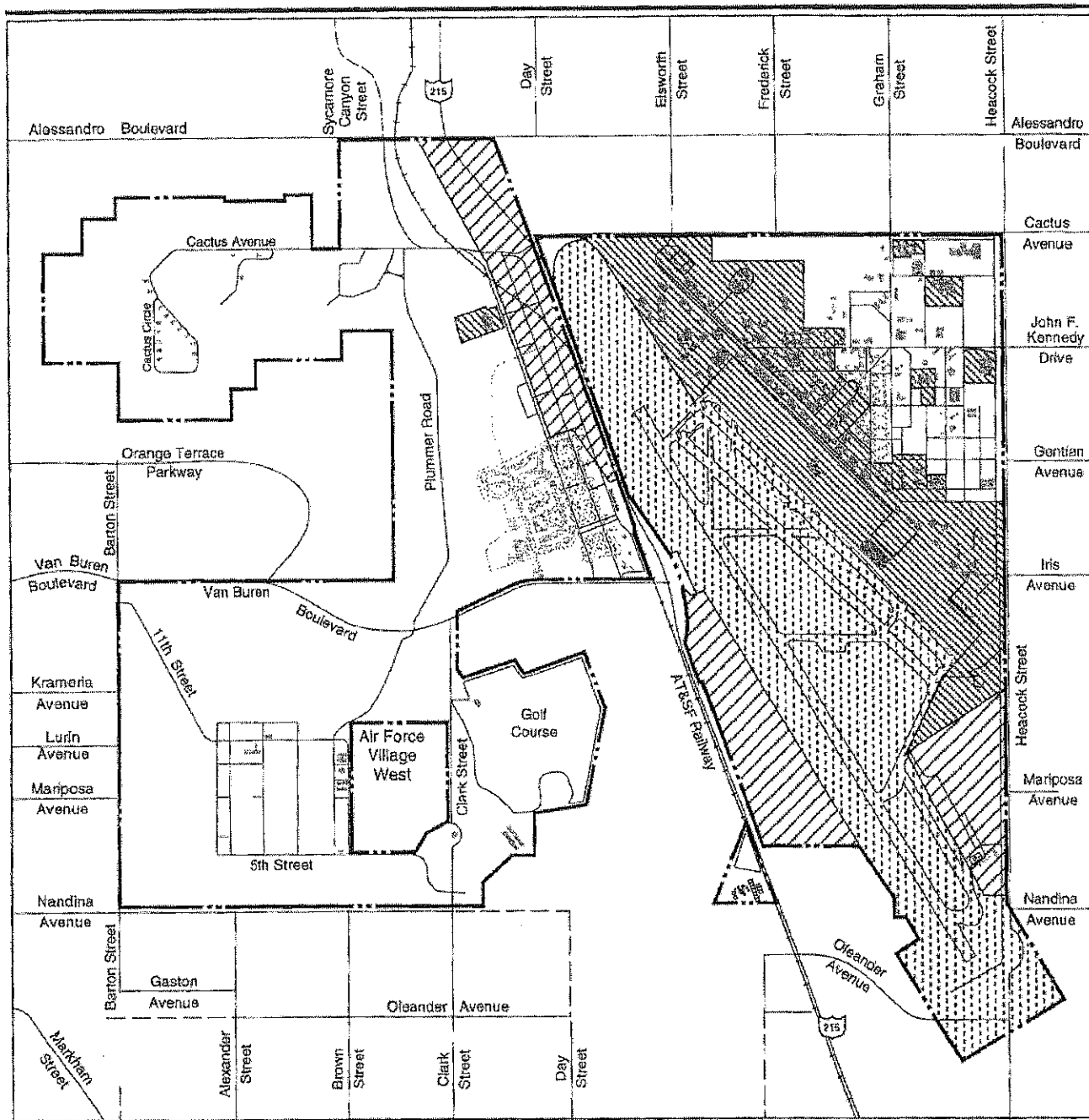
Date: 3-19-14

By:  _____






Marion Ashley, Chairman

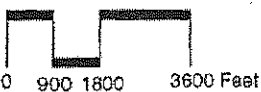
Exhibit A - Joint and Exclusive Use Properties

[to be inserted]



EXPLANATION

-  March Joint Powers Authority
-  Jointly Used Flying Facilities
-  Air Force Reserve Command
-  Base Boundary
-  Unpaved Road



March ARB, CA

Exhibit A