

JOINT USE AGREEMENT



MARCH ARB, CALIFORNIA

JOINT USE AGREEMENT
BETWEEN
THE MARCH JOINT POWERS AUTHORITY
AND
THE UNITED STATES AIR FORCE

This Joint Use Agreement ("Agreement") is made and entered into this 7th day of May 1997, by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force") and the 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, including the power of being an airport 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 JPA will develop surplus Air Force property contiguous to MARB for aviation related uses; and

WHEREAS, the March JPA desires to use the Flying Facilities at MARB for commercial passenger and air cargo operations and for general aviation operations associated with March Field Museum activities and corporate aircraft owned, operated, or chartered by the March JPA's commercial tenants ("civil aircraft") all of 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 to support either present or future civil aircraft operations and activities arising out of or in connection with joint use.

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

1. CIVIL AIRCRAFT OPERATIONS

a. The Air Force hereby authorizes the March JPA 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 JPA 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. The Commander, 452 Air Mobility Wing (AMW), will determine the level of annual civil aircraft operations that MARB can support above 21,000 annual operations but within existing capabilities without significant impact to the military mission. An operation is a landing or a takeoff. Civil aircraft operations cannot exceed the tons per year emissions levels specified in Exhibit B.

d. MARB is designated as a "prior permission required" (PPR) airfield for transient aircraft. Therefore, PPR numbers will be issued by MARB Base Operations for each transient or nonscheduled civil aircraft to be operated at MARB pursuant to this Agreement.

e. 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.

f. 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.

g. Civil and military aircraft operating in support of official government business will have priority over civil aircraft operating pursuant to this Agreement.

h. The distance between the hot cargo pad and runway 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 JPA with advance notice of operations scheduled for the hot cargo pad.

i. Certain general aviation operations are to be allowed under this Agreement. March Field Museum activities will include the movement of museum display aircraft, public air shows, and other flight operations that directly support the museum. Flights solely to transport passengers to tour the museum are prohibited. All plans for public air shows require the prior written approval of the Commander, 452 AMW, or a designated representative. All flights operating in support of the museum and non-revenue operations by aircraft owned, leased, or chartered by the March JPA's existing or prospective commercial tenants require coordination with and approval of the MARB Airfield Manager.

j. 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.

k. 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 JPA for additional hours for the MARB Control Tower or other essential airfield management services which the March JPA may require beyond those needed by the Air Force. Any such additional hours or other services, however, must be at no expense to the Air Force.

l. No civil aircraft may use the Jointly Used Flying Facilities for 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 leased by the Air Force to the March JPA as depicted in Exhibit A, shall be the responsibility of the March JPA.

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 JPA 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 JPA 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 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 JPA 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 JPA 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 JPA'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 JPA 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 JPA. The Air Force assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority. The March JPA 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 JPA'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 JPA 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 JPA and its commercial tenants. The March JPA shall provide a certified statement of its emission levels quarterly to the Commander, 452 AMW.

b. **Noise.** The March JPA 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 JPA shall comply, at no expense to the Air Force, with all applicable Federal Aviation Administration (FAA) security measures and procedures associated with civil aircraft use as described in the Airport Security Program for MARB.

b. The March JPA and the MARB Airfield Manager will develop procedures ensuring that the Air Force Pass and Identification Office can issue badges to individuals and passes for privately-owned vehicles requiring access to the MARB flightline for work-related duties. Vehicles will be subject to random inspections while on Air Force property. Access will be limited to hours of employment and civil aircraft facilities only, except as approved by the Commander, 452 AMW.

c. Access to the MARB flightline for privately-owned vehicles will be limited to those required to support civil aircraft operations. The March JPA will be responsible for coordinating with the MARB Airfield Manager to develop procedures consistent with MARB 10-201, *Flightline Vehicle Operations*, 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 JPA 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 JPA 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 JPA 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 JPA 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 JPA, 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 JPA 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 FARs and National Fire Protection Association procedures and standards.

c. The March JPA 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 JPA 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 Air Force fire fighting and/or crash and rescue equipment or personnel.

d. The March JPA 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 JPA 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 JPA with fire protection.

8. PAYMENTS

a. For the March JPA's use of the Jointly Used Flying Facilities as provided in this Agreement, the March JPA shall pay, with respect to civil aircraft authorized to use MARB under this Agreement, an amount each year equal to a pro rata share of the cost of runway maintenance based on its percentage of total airfield operations. Payment shall be made quarterly in equal installments.

(1) Runway maintenance includes: pavements, lighting, grounds, navigational aids, and planning.

(2) Notwithstanding the foregoing, pursuant to the President's program to provide affordable opportunities for economic recovery and new jobs at realigned and closing bases, any payment under this paragraph is deferred until the March JPA's level of operations reaches an average of ten (10) aircraft per day for

ninety (90) days or five (5) years after commercial civil aircraft begin operating at MARB, whichever occurs sooner, unless runway maintenance costs associated with civil operations exceed what the Air Force normally experiences in maintaining and operating the runway at MARB which shall be at the March JPA's expense.

b. The March JPA 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.

c. 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. 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.

d. The March JPA may collect fees and charges from civil aircraft authorized use of MARB under this Agreement; however, the March JPA 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.

e. Civil aircraft operating at MARB on official government business are not subject to the March JPA fees.

9. LIABILITY AND INSURANCE

a. The March JPA 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 JPA or to any user under this Agreement. The March JPA further agrees to indemnify and hold harmless the Air Force against, and to defend at the March JPA 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 JPA and/or the provision of services or goods by the Air Force, to the March JPA 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 JPA 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 JPA 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 JPA 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 JPA 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.** This Agreement shall become effective immediately and shall remain in force and effect for a term of 40 years, 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.

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 JPA 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 JPA, as represented by the Chair of the March JPA 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 JPA, 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 JPA 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

JPA create a significant danger to safety, public health, the environment, or exceed the emissions levels specified in paragraph 1c at MARB.

13. GENERAL PROVISIONS

a. The March JPA shall neither transfer nor assign this Agreement without the prior written consent of the Air Force, with the exception of transfer to the March Joint Powers Airport Authority.

b. The failure of either the Air Force or the March JPA 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 be 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 JPA shall be received by the March JPA at the following address:

March Joint Powers Authority
P.O. Box 7480
Moreno Valley, CA 92552

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 JPA contribution to such projects shall be the subject of separate negotiations and written agreement between the Commander, 452 AMW, and the March JPA 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 JPA 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 JPA (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 JPA and 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 costs of such projects to the payments due from the March JPA 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. Two (2) exhibits are attached to and made a part of this Agreement as follows: Exhibit A - Joint and Exclusive Use Properties, and Exhibit B - Civil Aircraft Maximum Annual Air Emissions Levels.

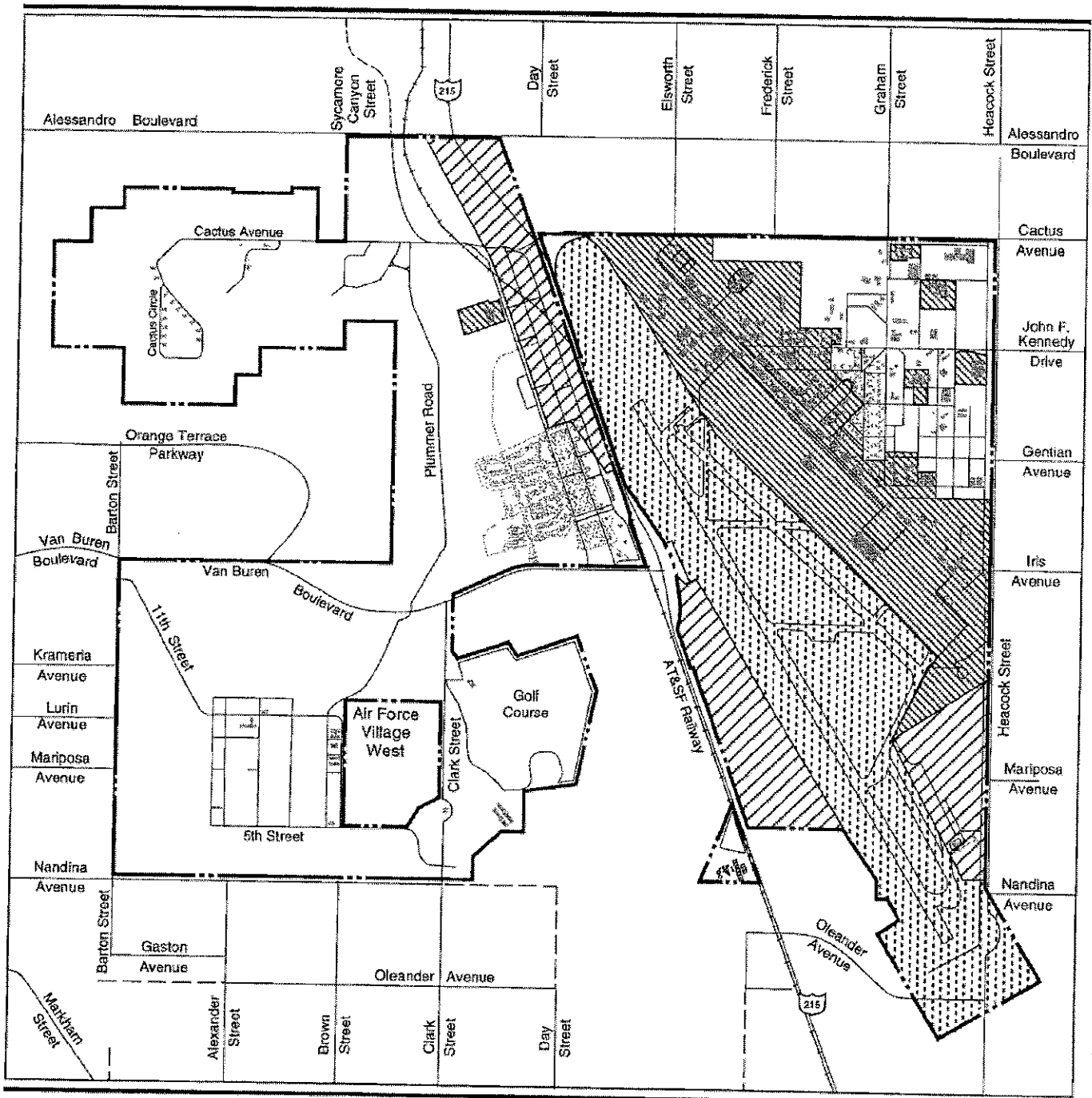
IN WITNESS WHEREOF, the respective duly authorized representative of the parties hereto have executed this Agreement on the date set forth below opposite their respective signatures.

UNITED STATES AIR FORCE




Date: May 7, 1997
By: Jimmy G. Dishner
JIMMY G. DISHNER
Deputy Assistant Secretary of the Air Force
(Installations)



MARCH JOINT POWERS AUTHORITY

Date: May 7, 1997
By: Ascension Torres
ASCENSION TORRES
Chairman, March Joint Powers Commission
March Joint Powers Authority



EXPLANATION

-  March Joint Powers Authority
-  Jointly Used Flying Facilities
-  Air Force Reserve Command

-  Base Boundary
-  Unpaved Road



March ARB, CA

Exhibit A

Exhibit B

CIVIL AIRCRAFT MAXIMUM ANNUAL AIR EMISSIONS LEVELS

Pollutants (tpy)	Year							
	1997	1999	2000	2002	2005	2007	2008	2010
NO _x	25.2	72.9	96.1	136.2	182.2	203.2	221.9	238.6
VOC	13.3	39.1	52.4	74.3	99.6	93.8	95.6	98.9

tpy = tons per year

**AMENDMENT 1
TO
JOINT USE AGREEMENT
BETWEEN
THE MARCH JOINT POWERS AUTHORITY
AND
THE UNITED STATES AIR FORCE**

This Agreement made and entered into this 21st day of February 2001, by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force"), and the March Joint Powers Authority ("March JPA").

RECITALS

A. The parties hereto entered into an agreement for joint use of the runway and certain associated flight facilities at March Air Reserve Base, California ("MARB"), dated May 7th, 1997, ("Joint Use Agreement"), in order to permit the operation of civil aircraft jointly with military aircraft;

B. The parties desire to amend the Joint Use Agreement to change certain conditions for civil aircraft operations and the type of civil aircraft operations authorized at MARB under the Agreement;

AGREEMENT

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. The Joint Use Agreement is hereby modified in the following particulars, but no other:

a. The text of the third "WHEREAS" clause is deleted and the following inserted in its place:

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

b. The text of paragraph 1a is deleted and the following inserted in its place:

- "a. The Air Force hereby authorizes the March JPA 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, those Federal Aviation Regulations (FARs) applicable to civil aircraft operations, and local operating procedures. 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")."
- c. The text of paragraph 1d is deleted and the following inserted in its place:
- "d. To avoid conflict with scheduled military operations, a schedule of civil aircraft operations or a flight plan should be provided to MARB Base Operations."
- d. The text of paragraph 1g is deleted and the following inserted in its place:
- "g. Civil and military aircraft operating in support of official government business may be given priority handling over civil aircraft operating pursuant to this Agreement."
- e. The text of paragraph 1i is deleted and the following inserted in its place:
- "i. General aviation (aircraft not operated for compensation or hire) operations under this Agreement are authorized as follows:
- (1)(a) **Operations associated with March Field Museum activities:** March Field Museum activities will include the movement of museum display aircraft, public air shows, and other flight operations that directly support the museum. Flights solely to transport passengers to tour the museum are prohibited. All plans for public air shows require the prior written approval of the Commander, 452 AMW, or a designated representative.
- (b) **Corporate/business aircraft owned/operated by March JPA's customers and/or by tenants/subtenants operating solely for purposes of business transportation.** The terms business aircraft and corporate aircraft are used interchangeably because they both refer to an aircraft used to support a business enterprise. Corporate/business aircraft is defined as "any use of an aircraft (not for compensation or hire) by a corporation, company, or other organization for the purpose of transporting its employees and/or property solely as a means of transportation required in the conduct of commerce."

(c) Aircraft owned/operated by aircraft manufacturers
operating for purposes of flight checks/certification when such
use is limited to use of the runway for landing and taking off.

(2) All general aviation flights must be coordinated with the MARB
Airfield Manager."

f. The text of paragraph 11 is deleted and the following inserted in its place:

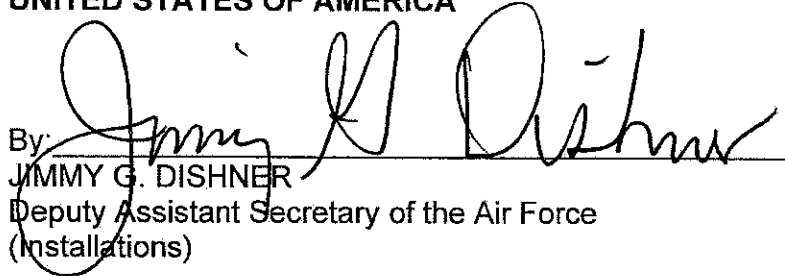
"1. No civil aircraft may use the Jointly Used Flying Facilities for
student pilot training, touch and gos, recreational flying, or flight
testing, other than normal departures/arrivals, within airspace
controlled by MARB."

2. All other terms and conditions of the Joint Use Agreement shall be and remain
the same.

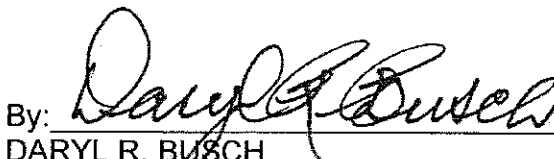
3. This Amendment shall be effective immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of
the date first above written.

UNITED STATES OF AMERICA

By: 
JIMMY G. DISHNER
Deputy Assistant Secretary of the Air Force
(Installations)

MARCH JOINT POWERS AUTHORITY

By: 
DARYL R. BUSCH
Chair, March Joint Powers Commission

**AMENDMENT 2
TO
JOINT USE AGREEMENT**

BETWEEN

THE MARCH JOINT POWERS AUTHORITY

AND

THE UNITED STATES AIR FORCE

This Agreement made and entered into on the 20 day of ^{June}~~May~~ 2008, by and between the United States Air Force, for and behalf of the United States of America ("Air Force"), and the March Joint Powers Authority ("March JPA").

RECITALS

A. The parties hereto entered into an agreement for the joint use of the runway and certain associated flight facilities at March Air Reserve Base, California ("MARB"), dated May 7th, 1997, ("Joint Use Agreement"), and an Amendment 1 to that Joint Use Agreement, dated February 21st, 2001.

B. The parties desire to amend the Joint Use Agreement and the Amendment 1 thereto to change certain conditions for civil aircraft operations and the type of civil aircraft operations authorized at MARB under the Agreement.

AGREEMENT

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1 1. The Joint Use Agreement and Amendment 1 to that agreement are hereby
2 modified in the following particulars, but no other:

3 a. The text of the third "WHEREAS" clause is deleted and the following inserted
4 in its place:

5 **"WHEREAS**, the March JPA desires to use the Flying Facilities at
6 MARB for civil operations which are to operate jointly with military
7 aircraft; and"

8 b. The text of paragraph 1a is deleted and the following inserted in its place:

9 "a. The Air Force hereby authorizes the March JPA to permit civil aircraft
10 equipped with two-way radios capable of communicating with the MARB
11 Control Tower to use the Flying Facilities at MARB, subject to the terms and
12 conditions set forth in this Agreement and those Federal Aviation
13 Regulations (FARs) applicable to civil aircraft operations. For purposes of
14 this Agreement, the jointly used flying facilities are the runways, taxiways,
15 lighting systems, navigational aids, markings, and appurtenances located on
16 MARB and open to public use as depicted on Exhibit A ("Jointly Used Flying
17 Facilities")."

18 c. Paragraph 1d is deleted.

19 d. Paragraphs 1e and 1f are re-numbered 1d and 1e.

20 e. Paragraph 1g is deleted.

21 f. Paragraph 1h is re-numbered 1f. The text of the paragraph is deleted and
22 the following inserted in its place:

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

6 g. Paragraph 1i is deleted.

7 h. Paragraph 1j is re-numbered 1g. The text of the paragraph is deleted and
8 the following is inserted in its place:

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

14 i. Paragraph 1k is re-numbered 1h.

15 j. Paragraph 1l is re-numbered 1i. The text of the paragraph is deleted and the
16 following is inserted in its place:

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

19 k. The text of paragraph 2f is deleted and the following is inserted in its place:

20 "f. To ensure compliance with distance and height standards for structures
21 adjacent to the runway, coordination with the MARB Base Civil Engineer
22 and MARB Airfield Manager is required for planning and construction of
23 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."

l. Paragraph 5b is deleted.

m. Paragraph 5c is re-numbered 5b.

2. All applicable terms and conditions of the Joint Use Agreement and Amendment 1 to
that Agreement are included in this Amendment 2 and remain in effect.

3. This Amendment shall be effective immediately.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
date first above written.

UNITED STATES OF AMERICA

By: Kathleen I. Ferguson

KATHLEEN I. FERGUSON, P.E.
Deputy Assistant Secretary of the Air Force
(Installations)

MARCH JOINT POWERS AUTHORITY

By: Frank Schiavone

FRANK SCHIAVONE
Chairman, March Joint Powers Commission