

**BY ORDER OF THE SECRETARY OF  
THE AIR FORCE**

**AIR FORCE INSTRUCTION 10-1002**

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**Operations**

**JOINT USE AGREEMENTS FOR  
MILITARY AND CIVILIAN FLYING  
FACILITIES**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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This publication implements Air Force Policy Directive (AFPD) 10-10, *Joint Use of Military and Civilian Flying Facilities*. It provides guidance for negotiating fair and reasonable charges to the Government for joint use of the flying facilities of a public airport. It applies to Air Force personnel at all levels who are involved with Air Force operations on public airports, including the Air Force Reserve and Air National Guard. In addition, it applies to individuals involved with civil aircraft operations on Air Force airfields. This publication may not be supplemented or further implemented/extended. Refer recommended changes and questions about this publication to the Office of Primary Responsibility (OPR) using the AF Form 847, *Recommendation for Change of Publication*; route AF Forms 847 from the field through the appropriate functional chain of command. The authorities to waive wing/unit level requirements in this publication are identified with a Tier (“T-0, T-1, T-2, T-3”) number following the compliance statement. See AFI 33-360, *Publications and Forms Management*, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the requestors commander for non-tiered compliance items. Ensure that all records created as a result of processes prescribed in this publication are maintained In Accordance With (IAW) Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of IAW Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS).

***SUMMARY OF CHANGES***

This publication has been substantially revised and must be completely reviewed. It incorporates information from and supersedes Air National Guard Pamphlet 32-1001, *Airport Joint Use Agreements for Military Use of Civilian Airfields*. The title of the publication has been changed to more accurately describe the content. It also lists “Allowable and Non-Allowable Expenses” in **Attachment 3** and how to account for the Air Force fair share portion of those costs for Air Force operations on civil airfields in **Attachment 4**.

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## 1. Overview.

1.1. Joint Use Agreements. Per AFPD 10-10, the Air Force participates in two types of Joint Use Agreements, including civil use of military airfields and military use of civil airfields.

1.1.1. Civil Use of Military Airfields. Per AFPD 10-10, Joint Use Agreements allowing civil use of Air Force airfields will be considered only if the sponsoring Government agency has sufficient financial resources to address associated civil costs or when the proposed civil use does not compromise Air Force operations, security, readiness, safety, environment or quality of life.

1.1.2. Military Use of Civil Airfields. Per AFPD 10-10, Joint Use Agreements allowing Air Force use of a civil airfield will be pursued if the Air Force has a need for substantial use of a civilian airport. In these cases, a Joint Use Agreement will be negotiated with the civilian authority which outlines responsibilities, rights and applicable fees. Title 49, United States Code, Chapter 471, "Airport Improvement," (49 U.S.C. Sections 47101-47144), provides that each of the Civil Airport's facilities developed with financial assistance from the United States Government will be available without charge for use by Government aircraft, except if that 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.

## 2. General Joint Use Information.

2.1. Airport Improvement Program Assurances for Airport Sponsors, March 2014 and Title 49, U.S.C., subtitle VII , Federal Aviation Administration Grant Assurance 27 define substantial use to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with the use of the landing areas by other authorized aircraft, or during any calendar month that:

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

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

2.1.3. The gross cumulative 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.

2.2. "Substantial use" within the meaning of FAA Compliance Manual Order 5190.6B and Grant Assurance 27 and 49 U.S.C. 47107(a)(11) refers to the collective use by Federal Government aircraft and not individual branches or bureaus of the U.S. military. For example, if two Federal agencies conducted operations at an airport; and the total landings by those agencies' aircraft exceeded 300 during a calendar month, the airport sponsor may charge each agency for its proportional use of airport facilities. It is the responsibility of the airport authority to determine when the total Government use is substantial and advise all Government agencies using the airfield that use has exceeded "substantial use" criteria and any future use will result in charges.

2.3. Assumptions for establishing Substantial Use at Civil Airports. Where the Air National Guard and/or Air Force Reserve or active duty units have five aircraft permanently assigned on a civilian airport substantial use, as defined in FAA Airport Compliance Manual – Order 5190.6B and FAA Grant Assurance 27, they will be acknowledged by the Air Force and a payment agreement made to reimburse the airport for a reasonable share of the cost of operating and maintaining the facilities used. This will be assessed proportionate to the total military use (Air Force only), for both assigned and transient operations. In accordance with Paragraph 7.3.2., the lead Air Force unit will not be responsible for other agencies portions of total operating costs should they choose not to participate in the agreement. The Deputy Assistant Secretary of the Air Force (Installations) will direct other Air Force units to enter into a Memorandum of Agreement with Air Force Reserve or Air National Guard or discontinue use of the airport. The Deputy Assistant Secretary of the Air Force (Installations) will work with other military services and federal agencies to solicit their participation in the agreement in accordance with Federal guidelines. The civil airport authority is responsible for identifying other units (Air Force and other agencies) that are users of the airport and for identifying their proportionate share of that use.

2.4. The Joint Use Agreement at Air Force airfields will specify that all costs over and above normal Air Force operating costs for the airfield will be paid by the civil user. The Joint Use Agreement, or a Letter of Agreement directed under the Joint Use Agreement, will specify these costs to be passed to the civil user but will not include costs associated with normal or routine operations of the airfield which would be paid by the Air Force if the civil user were not operating on the airfield. For major repairs, new construction, and leases, see paragraph 9.

2.5. Assumptions for Airport Operations Agreements. Per AFPD 10-10, the Air Force may need to conduct limited operations from an airport or flying facility that is not supported by the Federal Government. If so, an airport operations agreement may be negotiated with the facility's managing director.

2.6. Provision for mid-term renewals of Joint Use Agreements should be incorporated as terms in any Joint Use Agreement. In accordance with these terms, mid-term renewals may be requested by either the Air Force or the civil airport authority if services provided or costs incurred have changed significantly. Both parties must agree to a mid-term renegotiation.

### **3. Roles and Responsibilities.**

3.1. Deputy Assistant Secretary of the Air Force (Installations), will develop policy and oversight for the Air Force's installation programs and is the approval authority for Joint Use Agreements. All negotiated agreements must be submitted in writing to the Deputy Assistant Secretary of the Air Force (Installations) for approval prior to signature by the concerned parties. This approval authority may not be delegated for military installations. For Joint Use Agreements and airport operations agreements at civil airports, negotiation authority and execution may be delegated on a case-by-case basis to the Major Command level, but no further.

3.2. Air Force General Counsel (SAF/GC) through the Deputy General Counsel, Installations, Energy and Environment (SAF/GCN) will coordinate on negotiated agreements to ensure they are legally sufficient prior to approval by the Deputy Assistant Secretary of the Air Force (Installations).

3.3. Headquarters United States Air Force, through the Director of Current Operations (AF/A3O) and the Military/Civil Aviation Integration Division (AF/A3OJ), will be the Office of Primary Responsibility for all Joint Use Agreements for civil use of military airfields and active duty use of civil airfields. In addition, the Military/Civil Aviation Integration Division will be a coordinating office on all ANG and (Air Force Reserve Command (AFRC) negotiated agreements at civil airfields to ensure all impacts have been considered and addressed before forwarding a joint use proposal or agreement to the Deputy Assistant Secretary of the Air Force (Installations).

3.4. The Deputy Chief of Staff, Logistics, Engineering, & Force Protection (AF/A4) shall review all proposed active duty agreements and renewals. Coordinate on all proposed airfield Joint Use Agreements for compliance with the environmental impact analysis process and other civil engineering related environmental considerations for civilian operations on military airfields.

3.5. The National Guard Bureau Civil Engineer (NGB/A4) is responsible for negotiation of agreements where a based Air National Guard unit is the host. Authority to negotiate agreements and renewals will not be delegated to the field unit.

3.5.1. Air National Guard Units. The unit commander designated as lead for the agreement (or his designated representative) will facilitate data collection and meetings, if required, but will have no authority to conduct negotiations or agree to terms and conditions for the Joint Use Agreement. (T-2) Operations personnel will assist in collecting flight data and validating percentage of flying by Air National Guard and non-Air National Guard units when possible, and where the data is readily available. (T-2) Various base offices will assist in calculating the value of Air National Guard provided services. (T-2)

3.5.2. The National Guard Bureau office of primary responsibility (NGB/A4A) will track existing Joint Use Agreements to facilitate their timely renewal. All renewal actions will begin not less than two years prior to the expiration of the existing agreement.

3.6. The Air Force Reserve Command Civil Engineer (AFRC/A4C) is responsible for negotiation of agreements where a based Air Force Reserve Command unit is the host. Authority to negotiate agreements and renewals will not be delegated to the field unit.

3.6.1. Air Force Reserve Command Units. The unit commander designated as lead for the agreement (or his designated representative) will facilitate data collection and meetings, if required, but will have no authority to conduct negotiations or agree to terms and conditions for the Joint Use Agreement. (T-2) Operations personnel will assist in collecting flight data and validating percentage of flying by Air Force Reserve Command and non-Air Force Reserve Command units when possible, and where the data is readily available. (T-2) Various base offices will assist in calculating the value of Air Force Reserve Command provided services. (T-2)

3.6.2. AFRC/A4C will track existing Joint Use Agreements to facilitate their timely renewal. All renewal actions will begin not less than two years prior to the expiration of the existing agreement.

3.7. For Air Force operations on civilian airports, negotiations will be coordinated with all other military units assigned or operating from the location. United States Property and Fiscal Officer will act in an advisory role during negotiations for Air National Guard, Air Force Reserve Command, and Army National Guard units, but will have no authority to conduct negotiations or agree to terms and conditions for the Joint Use Agreement. (T-2)

3.8. There shall only be one Air Force agreement supporting military operations for each civil airport used. When more than one Air Force unit regularly uses a civil aviation facility, the Deputy Assistant Secretary of the Air Force (Installations) will designate a lead unit who will attempt to account for the use by all Air Force activities and be the lead in discussions with civil airport officials. Any Air Force user that refuses, fails to participate, or does not reply to requests from the lead unit will be directed to terminate operations at the airfield. A Letter of Agreement or Memorandum of Agreement among AF units located at or using the flying facilities at each civil airport is required to address funding, billing, payments and other issues. (T-1)

#### **4. Standard Procedures and Formats for Civil Use of Military Airfields**

4.1. An agreement between the Air Force and a local government agency is required before a community can establish a public airport on an Air Force airfield. Generally, the Air Force is willing to consider joint use at an airfield if the airfield does not have pilot training, nuclear storage, or a primary mission that requires a high level of security. Civil operations must begin within 5 years of the effective date of an agreement. Operational considerations will be based on the premise that military aircraft will receive priority handling (except in emergencies), if traffic must be adjusted or re-sequenced. The Air Force normally will not consider personnel increases solely to support civil operations but, if accommodated, all costs must be fully reimbursed by the joint use sponsor. The Air Force will not provide personnel to install, operate, maintain, alter, or relocate navigation equipment or aircraft arresting systems for the sole use of civil aviation. Changes in equipment or systems to support the civil operations must be funded by the joint use sponsor. The Air Force must approve siting, design, and construction of the civil facilities.

4.2. Procedures for Sponsor. To initiate consideration for joint use of an Air Force airfield, a formal proposal must be submitted to the installation commander by a state or local government agency eligible to sponsor a public airport. The proposal must include:

4.2.1. Type of operation.

4.2.1.1. Type and number of aircraft to be located on or operating at the airfield.

4.2.1.2. An estimate of the number of annual operations for the first 5 years.

4.3. Air Force Procedures for Civil Use of an Air Force Airfield:

4.3.1. Upon receipt of a joint-use proposal, the installation commander, without pre-commitment or comment, will send the documents to the Air Force Representative at the Federal Aviation Administration Regional Office within the geographical area where the installation is located. AFI 13-201, *Airspace Management*, lists these Air Force Representatives and their addresses. The installation commander must provide an information copy of the proposal to HQ USAF/A3OJ, 1480 Air Force Pentagon, Washington DC 20330-1480.

4.3.2. The Air Force Representative provides comments to the installation commander on airspace, air traffic control, and other related areas, and informs local Federal Aviation Administration personnel of the proposal for joint use.

4.3.3. The installation, the numbered Air Force, and the Major Command will then evaluate the proposal. (T-1) The Major Command will send the comments and recommendations from all reviewing officials to Headquarters United States Air Force, Military/Civil Aviation Integration Division (AF/A3OJ) at the address listed above in paragraph 4.3.1.

4.3.4. Factors considered in evaluating joint use include, but are not limited to:

4.3.4.1. Impact on current and programmed military activities at the installation.

4.3.4.2. Compatibility of proposed civil aviation operations with present and planned military operations.

4.3.4.3. Compatibility of communications systems.

4.3.4.4. Instrument capability of crew and aircraft.

4.3.4.5. Runway and taxiway configuration. (Installations with single runways normally will not be considered for joint use.)

4.3.4.6. Security. The possibility for sabotage, terrorism, and vandalism increases with joint use; therefore, joint use will not be considered:

4.3.4.6.1. If military and civil aircraft would be collocated in hangars or on ramps.

4.3.4.6.2. If access to the civil aviation facilities would require routine transit through the base.

4.3.4.7. Fire, crash, and rescue requirements.

4.3.4.8. Availability of public airports to accommodate the current and future air transportation needs of the community through construction or expansion.

4.3.4.9. Availability of land for civil airport complex. **Note:** The majority of land required for a terminal and other support facilities must be located outside the installation perimeter or at a site that will allow maximum separation of military and civil activities. If the community does not already own the needed land, it must be acquired at no expense to the Air Force. The Air Force may make real property that is not presently needed, but not excess, available by lease under Title 10, United States Code, Section 2667. An application for lease of Air Force real property must be processed through the chain of command to the Air Force Civil Engineering Center, Installations Center of Excellence, Real Estate Transaction Division, 2261 Hughes Avenue, Suite 121, Lackland AFB, TX 78236-9821, as prescribed in Air Force Handbook 32-9003, *Managing Air Force Real Property*. (T-1) All real property leases require payment of fair market consideration and normally are processed through the Corps of Engineers. The General Services Administration must be contacted regarding availability of excess or surplus Federal real property and an application submitted through Federal Aviation Administration for an airport use public benefit transfer under Title 49, United States Code, 47151-47153.

4.3.5. When the Air Force determines that joint use may be compatible with its defense mission, the Environmental Impact Analysis Process (EIAP) must be completed before a final decision can be made. EIAP is defined in 32 Code of Federal Regulations Part 989. The EIAP shall inform the approval authority prior to any commitment of Air Force resources and may apply to either civil use of military airfields or military use of civil airfields. For requests by non-Air Force entities, see 32 CFR §989.7. Environmental Impact Analysis Process documentation developed in support of a proposal shall be made available for review at the draft and final stages and shall accompany the proposal through the Air Force review, coordination, and decision process.

4.3.6. The Military/Civil Aviation Integration Division (AF/A3OJ) can begin negotiating a joint-use agreement after the environmental impact analysis process is completed. The agreement must be concluded on behalf of the Air Force by the Deputy Assistant Secretary of the Air Force (Installations) as the approval authority for use of Air Force real property for periods exceeding 5 years. The joint-use agreement will state the extent to which the provisions of AFI 10-1001, *Civil Aircraft Landing Permits*, apply to civil aircraft operations. The agreement will include a fee structure for civil use per paragraph [4.3.7.1](#).

4.3.6.1. Joint Use Agreements are tailored to accommodate the needs of the community and minimize the impact on the defense mission. Although each agreement is unique, [Attachment 5](#) provides basic terms that are frequently included in such agreements.

4.3.6.2. Agreements for joint use at Air Force airfields on foreign soil are subject to the requirements of AFI 51-701, *Negotiating, Concluding, Reporting, and Maintaining International Agreements*.

4.3.7. The Military/Civil Aviation Integration Division, the Deputy General Counsel, Installations, Energy, and Environment and the Deputy Assistant Secretary of the Air Force (Installations) approval is required to amend existing joint use agreements. The evaluation and decision processes followed in concluding an initial joint-use proposal must be used to amend existing joint-use agreements.

4.3.7.1. Fees associated with civil use of Air Force airfields. Operating costs associated with the airfield that are normal for the Air Force's mission cannot be passed on to or allocated to the civil joint use partner. This would include firefighting costs (unless additional requirements are directly generated by civil use), lighting or electrical costs (unless additional requirements are directly generated by civil use), and other normal operating costs (mowing, snow removal, tower costs), unless those cost are directly attributable or increased by civil use of the airfield. However, periodic maintenance of and repairs to the runways and taxiways used by the civil partner's aircraft can be passed to the civil partner on a fair share costs basis.

## **5. Standard Procedures and Formats for Military Use of Civil Airfields.**

5.1. To ensure consistency among agreements, all Joint Use Agreements for use of civil airfields will follow a standard process for calculation of fees ([Attachment 4](#)) and a standard format agreement ([Attachment 2](#)).



5.2. National Guard Bureau Civil Engineer Programs Branch for the ANG and Air Force Reserve Command Civil Engineer Operations Flight for AFRC will initiate renewal negotiations with airport owner or operators not less than 1 year (AFRC) or 2 years (ANG) prior to the expiration of the Joint Use Agreement then in effect. The new Joint Use Agreement should be signed by all parties prior to the expiration of the existing agreement.

5.2.1. When a renewal cannot be completed prior to expiration of the existing agreement, all affected organizations must take steps to ensure all payments are terminated. The Air Force Reserve Command, Installation Support and Asset Management Office, will further advise affected installation commanders to take steps to ensure all payments are terminated. Air National Guard and Active Duty units must take necessary steps to ensure all payments are terminated. (T-1)

5.2.2. If fiscal years are crossed while negotiations are ongoing, funds in the budget anticipated for each year should be obligated by year 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.

5.2.3. When a renewal cannot be completed prior to expiration of the existing agreement, Title 42 USC, 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, if there is a Mutual Aid Agreement between the public airport's fire department and the Air Force for providing aircraft rescue and firefighting services.

5.2.4. The Air Force may request a renegotiation of its fair share cost for operation and maintenance of the jointly used flying facilities if a new construction or a major repair project is projected to take 60 days or more to complete. The renegotiation may include a reduction of operation and maintenance costs if no alternative jointly used flying facilities at the airport are made available for Air Force use.

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

5.3.1. Phase 1 - Data Collection. A copy of this Air Force Instruction 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 or installation and forwarded to the Government (National Guard Bureau, Air Force Reserve Command or the Military/Civil Aviation Integration Division) prior to beginning negotiations.

5.3.1.1. 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.

5.3.1.2. 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.

5.3.2. Phase 2 - Negotiation. A team from the Government (National Guard Bureau, Air Force Reserve Command or the Military/Civil Aviation Integration Division) or the lead unit will negotiate with unit representatives and airport officials to reach an agreement in principal. These negotiations may be by phone, video conference, or in person, with the method of negotiations determined by the Government. This phase may conclude in a single session, but can require several meetings if additional data is required or there is disagreement over the cost calculation.

5.3.3. Phase 3 - Draft Agreement. When an agreement in principal is reached, National Guard Bureau, Air Force Reserve Command, the Military/Civil Aviation Integration Division or the lead unit 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 the Military/Civil Aviation Integration Division for review and Deputy General Counsel, Installations, Energy and Environment for legal sufficiency and coordination prior to sending the draft Joint Use Agreement to the Deputy Assistant Secretary of the Air Force (Installations) for approval to execute.

5.3.4. Phase 4 - Final Agreement.

5.3.4.1. For Air National Guard agreements, after Deputy Assistant Secretary of the Air Force (Installations) approval, four originals of a final document will be provided by the Deputy Assistant Secretary of the Air Force (Installations)'s office to the Air National Guard unit, for signatures and then these four originals (with signatures) are returned to National Guard Bureau. The National Guard Bureau will provide a copy of executed agreement to The Adjutant General of the applicable State Government. Signatures on the document are the Adjutant General, the United States Property and Fiscal Officer (coordination only) and Air National Guard Civil Engineer (final signature on behalf of the Chief, Air National Guard) for Air National Guard units.

5.3.4.2. For non-Air National Guard agreements, Deputy Assistant Secretary of the Air Force (Installations) will sign unless the signature authority has been delegated to the Major Commands. Following final signature, the four originals will be provided to: the airport authority; the SAF/IEI, AF/A3OJ, and SAF/GCN.

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

5.4. If negotiations reach an impasse, the issue will be referred to Deputy Assistant Secretary of the Air Force (Installations) for final determination. Deputy Assistant Secretary of the Air Force (Installations) will review all airport and military costs and operations and issue a determination on the appropriate fee. This determination will be binding on the AF and will limit any further negotiations.

## **6. Dispute Resolution.**

6.1. Should a dispute arise between the airport and the Air Force under or related to the Joint Use Agreement, the airport and the Air Force shall attempt to resolve the dispute through informal negotiations in good faith at the lowest level practicable.

6.2. As a general rule, disputes shall be resolved through the functional chain of command to include Deputy Assistant Secretary of the Air Force (Installations) as the final decision authority.

## 7. Allowable Costs and Cost Sharing for Air Force Use of Civilian Airfields.

7.1. The Joint Use Agreement for Air Force use of a civilian airfield 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 principles of Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments codified at 2 CFR Part 225 found at [www.gpo.gov](http://www.gpo.gov).

7.2. The Government will share in appropriate direct costs of operating and maintaining the jointly used areas. **Attachment 4** is a guide to calculating allowable costs for Air Force use of a civilian airfield. 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. Allowable and non-allowable expenses are delineated in **Attachment 3**.

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

7.2.1.1. Indirect costs (consulting fees, professional fees, environmental fines, training, facility maintenance, board meeting expenses, employee incentives, awards, etc.).

7.2.1.2. Administrative overhead (administrative salaries, marketing, travel, postage, janitorial, telephone, office supplies, uniforms/safety gear etc.).

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

7.2.1.4. Insurance (liability, fire or land).

7.2.1.5. Benefits included in salaries paid to the federal government (to include taxes) or to a contractor or union (overhead).

7.2.1.6. If a project is eligible for Federal Aviation Administration funding under the Airport Improvement Program then the maximum federal participation will be provided by Federal Aviation Administration. The government will not offset the Federal Aviation Administration share of the project and cannot, by law, offset the minimum contribution required by the airport.

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

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

7.2.2.2. 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.

7.2.3. 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 Joint Use Agreement. Specific supporting documentation of actual costs must be provided by the airport to justify these 100% line items.

7.3. Proportionate use is defined as the percentage of local military operations. This will be calculated by dividing the total number of local military operations by the total number of all operations as shown in a tower count for an entire fiscal year or calendar year. ([Attachment 4](#)).

7.3.1. Weight based calculations are not allowed in calculating proportionate use. The operations and maintenance costs covered by the Joint Use Agreement are not affected by aircraft weight so it is not an appropriate metric for determining the military proportionate use.

7.3.2. The lead unit, as determined by Deputy Assistant Secretary of the Air Force (Installations), is responsible for negotiating on behalf of all military users; however, each unit that contributes to the total percentage of military operations, will be individually responsible for their portion of the fee. The total fee will be prorated to all military users based on their proportion of the military tower count.

7.3.3. A Letter of Agreement or Memorandum of Understanding is required between all military units at each civilian airfield to document prorated shares and procedures for addressing funding and payment issues. The responsibilities, obligations and required payments if any, of Air Force units that elect to no longer use the airports jointly used facilities prior to the expiration or termination of the agreement should also be addressed.

7.3.4. 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 Joint Use Agreement 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.

7.4. When negotiating the cost of the Government's proportionate share of operating and maintaining the joint use area and its flying facilities, the airport shall consider the cost avoidance in the area of fire protection services, control tower operations, weather services, grass mowing, snow removal, airfield sweeping, grounds maintenance, security, operations, etc., provided by the military to obtain a fair proportionate cost for the government's substantial use. This must include consideration of any airport cost avoidance associated with Air Force operations mentioned above.

7.4.1. The Government's reduced fair share of Operations and Maintenance cost 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 Federal Aviation Administration rules can be considered as a reduction to the Joint Use Agreement fee. Example: if the military fire department is primary (provides Aircraft Rescue and Firefighting for both civil and military aircraft) on the airfield and the station has 24 people, but Federal Aviation Administration would only require a station with 16, then

the Government's Joint Use Agreement fee would be reduced by the value of salaries, vehicles, equipment, etc., for 16 people.

7.4.1.1. When calculating the Government cost for the airport providing aircraft rescue and firefighting services for military aircraft, only the level of service the Air Force would be required to obtain per DoD and Air Force policy and/or the National Fire Protection Association standards can be considered as an allowable cost as part of the joint use fees. Example: If the airport fire department is the primary (provides Aircraft Rescue and Firefighting for both civil and military aircraft) on the airfield and the station has 24 people but DoD and Air Force policy only require a station with 16 people for military aircraft, then the allowable cost for aircraft rescue and firefighting services would be reduced by the value of salaries, vehicles, equipment, etc., for 16 people.

7.4.2. Where aircraft rescue and firefighting is provided under a mutual aid agreement between the airport fire department and military fire department located at the airport, the costs for either party (airport or Government 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 Aircraft Rescue and Fire Fighting mutual aid agreement. Fire protection mutual aid agreement with structural fire departments located off the public airport will not be considered as offsetting.

7.4.3. Only direct costs of providing the services will be considered when determining the airport's cost avoidance since only direct airport costs are allowed as part of the Joint Use Agreement fee.

7.5. 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.

7.5.1. The maximum inflation allowable is the Air Force 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.

## **8. Terms and Conditions.**

8.1. Joint Use Agreement 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.

8.2. Joint Use Agreements at civil airports will normally be for a period of five (5) years; however, longer terms are possible when there are no projected changes. Joint Use Agreements may be negotiated for a shorter period if there is sufficient justification provided by the airport. Longer Joint Use Agreements may be negotiated at the mutual agreement of both parties. Joint Use Agreements for civil use of military airports will normally be for a minimum of 25 years.

8.3. 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 Joint Use Agreements if the signed document is submitted with the Joint Use Agreement for staffing.

8.4. Where fire protection is provided by the government 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 Joint Use Agreement if the signed document is submitted with the Joint Use Agreement for staffing.

8.5. Where air traffic control services are provided by the Government at a civil airport, 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 Joint Use Agreement if the signed document is submitted with the Joint Use Agreement for staffing.

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

9.1. The Joint Use Agreement covers shared 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 Joint Use Agreement. Government contribution to any such project will be negotiated and covered in a separate written agreement with the owner or operator of the airport at the time the work is required. No cost avoidance to the Joint Use Agreement fee will be sought for joint participation in these projects. No increase in the Joint Use Agreement fee will be granted for projects completed by the airport or the depreciation associated with them.

9.1.1. Joint participation projects will be completed using a military construction cooperative agreement. These agreements are separate and distinct from the Joint Use Agreement and must be able to stand the audit test on their own merit. Military construction cooperative agreement can be initiated by the local Base Civil Engineer and are submitted to National Guard Bureau, Air Force Reserve Command, or Deputy Assistant Secretary of the Air Force (Installations) for approval and programming.

9.1.2. Joint participation projects will be evaluated 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 funding through Federal Aviation Administrations, and there must be federal funds available for the project.

9.1.2.1. Per 49 U.S.C. Section 47109 if a project is eligible for Federal Aviation Administration funding under the Airport Improvement Project program then the maximum federal participation will be provided by Federal Aviation Administration. The government will not offset the Federal Aviation Administration share of the project and cannot, by law, offset the minimum contribution required by the airport.

9.1.2.2. Construction of Joint Use Projects at civil airports shall be conducted and phased in such a manner, and shall minimize any adverse impact on Government aircraft movements or other activities, to allow all military units at or using the Airport to continue to carry out their assigned operational and training missions.

9.1.2.3. The civil airport will ensure Government access to alternative runways during Joint Use Project construction or maintenance, major repair, or new construction activity.

9.1.2.4. If the civil airport is unable to provide access to an alternate runway(s) during New Construction or Major Repair of the jointly used flying facilities, the Government shall notify the airport in writing within 30 business days after receipt of a Construction/Major Repair Notice that the proposed Joint Use Project, major repair, maintenance, or new construction activity will have an adverse impact on its operations, and that it will either request renegotiations or suspension of payments required under the Joint Use Agreement for the period when the Jointly Used Flying Facilities are unavailable to the Government, or at its sole discretion terminate the Joint Use Agreement.

9.2. Long term leases for property occupied by Air Force units are separate and distinct from the Joint Use Agreement. While some Joint Use Agreements do run concurrently with the lease, they are separate programs and are not dependent upon each other. No cost avoidance to the Joint Use Agreement fee will be sought for lease payments made and no increase in Joint Use Agreement fee will be granted to the airport to supplement lease payments.

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

## **10. Inspection of Air Force Aircraft Rescue and Firefighting Facilities.**

10.1. At joint use airports where the DoD provides primary Aircraft Rescue and Firefighting services for both civil and military aircraft, DoD policy and Federal statute do not permit the Federal Aviation Administration to inspect DoD controlled airfields or portions of a civil airfield under exclusive DoD or military control. Similarly, DoD policy and Federal statute do not permit Federal Aviation Administration inspection of Aircraft Rescue and Firefighting facilities, equipment and records where DoD provides Aircraft Rescue and Firefighting services. The Federal Aviation Administration and DOD have agreed to standard operating procedures at civil airports where the operators are taking credit for the DOD/AF provided Aircraft Rescue and Firefighting services pursuant to 14 CFR Part 139. At those locations, Air Force Aircraft Rescue and Firefighting inspection procedures will be used in accordance with National Part 139 CertAlert (No. 12-05; Dated Jul 13, 2012), available at [www.faa.gov](http://www.faa.gov).

MARK C. NOWLAND, Lt General, USAF  
Deputy Chief of Staff, Operations

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

AFPD 10-10, *Joint Use of Military and Civilian Flying Facilities*, 25 October 2007

AFI 10-1001, *Civil Aircraft Landing Permits*, 01 September 1995

AFI 13-201, *Airspace Management*, 21 August 2012

AFI 33-360, *Publications and Forms Management*, 1 December 2015

AFI 51-701, *Negotiating, Concluding, Reporting, and Maintaining International Agreements*, 05 December 2017

AFMAN 33-363, *Management of Records*, 01 March 2008

AF Handbook 32-9003, *Granting Temporary Use of Air Force Property*, 19 Aug 1997

Airport Improvement Program Assurances for Airport Sponsors, March 2014

FAA Airport Compliance Manual Order 5190B, Chapter 7, September 2009

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, 1 January 2012

14 CFR, Code of Federal Regulations, Part 139

32 CFR, Code of Federal Regulations, Part 989

National Part 139 CertAlert (No. 12-05; Dated Jul 13, 2012)

10 USC, Section 2667

42 USC, Chapter 15A, Subchapter 1, Sec. 1856b

Title 49, USC 47101-47125

Title 49, USC 47109

Title 49, USC 47151-47153

***Prescribed Forms***

None

***Adopted Forms***

AF Form 679, *Air Force Publications Compliance Item Waiver Request/Approval*

AF Form 847, *Recommendation for Change of Publication*

AF Form 406, *Miscellaneous Obligation/Reimbursement Document (MORD)*

DFAS-DE 7010.2-R, *Commercial Transactions at Base Level*

AF Form 813, *Request for Environmental Impact Analysis*



### *Terms*

**Aircraft**—Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in navigable airspace as defined in the Federal Aviation Act. Unmanned Aerial Systems and Remotely Piloted Aircraft are considered no different than manned aircraft in the Air Force.

**Airfield**—An area prepared for the accommodation (including any buildings, installations, and equipment), landing, and take-off of aircraft.

**Civil Aircraft**—Any United States or foreign-registered aircraft owned by non-governmental entities, and foreign government-owned aircraft that are operated for commercial purposes.

**Civil Aviation**—All aircraft of any national registry, including:

**Commercial Aviation**—Civil aircraft that transport passengers or cargo for hire.

**General Aviation**—Civil aircraft that do not transport passengers or cargo for hire.

**Environmental Planning Function (EPF)**—Supports the Environmental Impact Analysis Process (EIAP) by bringing key participants in at the beginning of a proposed action and involves them throughout the EIAP. At the request of the proponent, prepares environmental documents using an interdisciplinary approach, or obtains technical assistance through Air Force channels or contract support. Assists the proponent in obtaining review of environmental documents. Assists the proponent in preparing a DOPAA and actively supports the proponent during all phases of the EIAP. Evaluates proposed actions and completes Sections II and III of AF Form 813.

**Installation Commander**—The individual with ultimate responsibility for operating the airfield and for base operations (normally a wing or group commander), as determined by the MAJCOM.

**Jointly Used Flying Facilities**—The areas of a joint use airport that are jointly used by civilian and federal Government aircraft. This area is generally limited to the runways and taxiways. A map delineating these areas will be included in the JUA.

**Joint Use Agreement (JUA) (also called an Airport Joint Use Agreement (AJUA))**—An agreement allowing civilian use of an Air Force airfield or Air Force use of a civilian airfield. At an Air Force airfield, it is an agreement between the Air Force and a local government agency to establish a public airport. At a civilian airfield it is an agreement allowing a military unit stationed at a civilian airport that delineates responsibilities and outlines payment arrangements pursuant to the requirements of Title 49 USC, 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.

**Mutual Aid Agreement**—Agreement between the airport fire organization and a military fire organization located on the airport for mutual aid in furnishing Aircraft Rescue and Firefighting services. It does not include mutual aid agreements or reciprocal fire protection agreements between military fire organizations at the airport and structural fire organizations maintaining firefighting facilities off the airport.

**Operations Agreement**—An 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 JUA if the signed document is submitted with the JUA for staffing.

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

**Proponent**—Each office, unit, single manager, or activity at any level that initiates actions. Proponent is responsible for complying with the EIAP and shall ensure integration of the EIAP during the initial planning stages of proposed actions so that planning and decisions reflect environmental values, delays are avoided later in the process, and potential conflicts are precluded. The Proponent notifies the EPF of a pending action and completing Section I of AF Form 813, Request for Environmental Impact Analysis. Prepare the Description of Proposed Action and Alternatives (DOPAA) through an interdisciplinary team approach including the EPF and other key Air Force participants.

**Percentage of Military and Civilian Operations**—Procedure established to account for the portion of the total airport operations which are attributable to military and civilian aircraft at an airport. These procedures are agreed to by both parties and can be included in the Joint Use Agreement. If no procedures are established in the Joint Use Agreement, the following procedures will be used:

-To calculate, take 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).

**Sponsor**— Civil government entity that enters into a Joint Use Agreement (JUA) with the United States Air Force. For a JUA, this civil government entity must have the authority to sponsor a public airport, per FAA requirements.

**Substantial Use**—A situation where a military unit at a civil airfield has a significant enough impact on a civilian airport that reimbursement for operations and maintenance costs to the civil airport is warranted.

Attachment 2

EXAMPLE JOINT USE AGREEMENT (CIVIL AIRFIELD)

Figure A2.1. Example Joint Use Agreement (Civil Airfield).

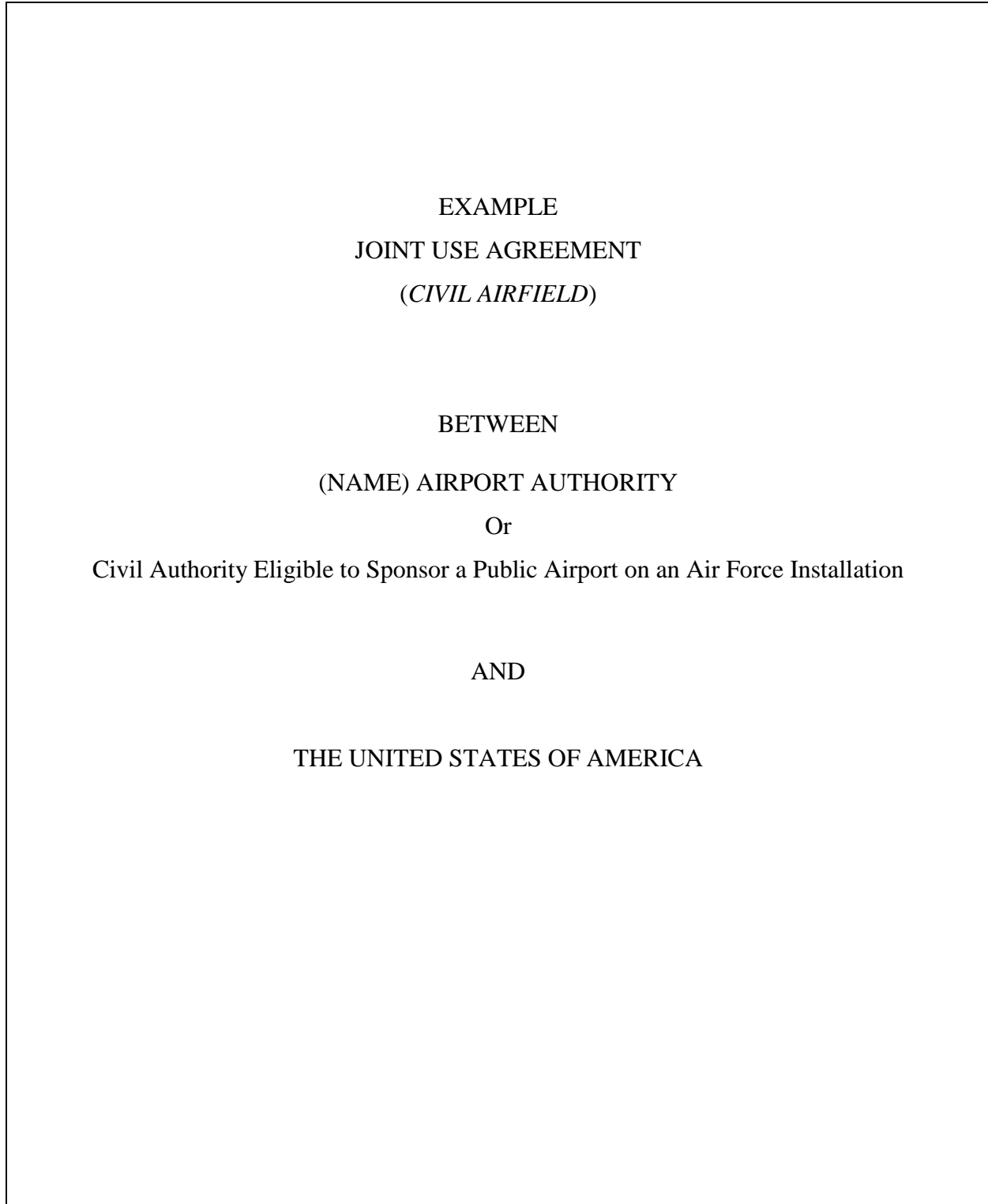


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### JOINT USE AGREEMENT

This Joint Use Agreement (Agreement) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_ ("Authority"); and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau (the Air Force), and the STATE OF \_\_\_\_\_, ("State") acting by and through its Adjutant General (collectively, "Government"). The Government and the Airport Authority are sometimes referred to collectively in this Agreement as the "Parties" and individually referred to as a "Party."

(For Non-Air National Guard Agreements)

THIS JOINT USE AGREEMENT (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between (insert name of State or County or City) the (acting by and through the (insert name of AIRPORT AUTHORITY), a \_\_\_\_\_ corporation (collectively, "Authority"); and THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force ("Air Force" or "Government"). The Government and the Airport Authority are sometimes referred to collectively in this Agreement as the "Parties" and individually referred to as a "Party."

### RECITALS

A. The Authority owns and operates (Insert Name of Public Airport) ("Airport"), located in the City/County of \_\_\_\_\_, State of \_\_\_\_\_.

B. Title 49, United States Code, Chapter 471, "Airport Development," (49 U.S.C. Sections 47101-47129", including but not limited to 49 U.S.C. §47107(a)(11), 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.

C. The Air Force requires substantial use of the flying facilities at the Airport for the (insert name of Air Force active duty unit/ Air Force/Reserve unit(s) and/or) (STATE) Air National Guard). Use Government instead of Air Force if other military services and/or federal agencies are covered under the joint use agreement.

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 ("Jointly Used Flying Facilities"). As depicted in Exhibit A, attached hereto. The Jointly Used Flying Facilities do not include land areas used exclusively by the Government or the terminal buildings, hangars, aircraft 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/Component) 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 (insert name of the Air National Guard installation /Air Force Reserve Base) and other (Government/Component) facilities located on the Airport. Routes for ingress and egress for the (Government/Component) employees, agents, customers and contractors shall not unduly restrict the (Government/Component) in its operations. A local agreement will be developed, if necessary, to address access to and from aircraft parking and maintenance areas by military aircraft.

### 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

The Air Force will be responsible for the following:

a. Removing disabled Air Force 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.

b. Removing snow and ice from all ramps, aprons, and taxiways used exclusively by Air Force aircraft.

c. Repairing damage to the Jointly Used Flying Facilities to the extent that such damage is caused solely by Air Force aircraft operations and is in excess of the fair wear and tear resulting from the military use contemplated under this Agreement. This will be done within a reasonable amount of time and subject to availability of appropriations.

d. Providing fire protection, crash and rescue services for both Air Force and civil aircraft emergencies subject to Paragraphs 5 and 8 below.

#### 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:

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.

-Or-

(If the AF is Primary Aircraft Rescue and Firefighting)

a. In consideration of and for the faithful performance of this Agreement, and subject to Paragraph 8 below, and the availability of Federal appropriations, the Government shall pay to the Authority a proportionate share of operating and maintaining (O&M) the Jointly Used Flying Facilities. As the Government provided fire-protection crash and rescue services for civil aircraft are provided at no additional cost to the Authority, and the value of the Government's proportionate share of operating and maintaining cost is equal to the Authority cost-avoidance for the provided services, no payment is required from the Government. For accounting purposes only, the nominal amount of One Hundred Dollars and 00/100 (\$100.00) per year will be paid by the Government.

b. In the event the Government ceases to provide fire protection, crash and rescue services for civil aircraft emergencies, as provided in Paragraphs 4 and 8 of the Agreement, the parties will renegotiate the payments provisions upon the written request of the Authority.

In either case, (AF Primary ARFF or AF not Primary ARFF) include the following paragraphs:

c. Bills for the payments provided hereunder shall be directed to:

(Payer Identification)/CE  
Street or P.O. Box  
City/State/Zipcode

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.

e. The Government may request in writing the renegotiations or suspension of its prorated share of operations and maintenance cost in accordance with Paragraph 13e of this Agreement. The (AUTHORITY) and Government shall modify the Agreement in writing to reflect changes to Paragraph 5a.

## 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 standards for the operation of a commercial airport and operation of jet aircraft.



b. The (Authority) agrees that it will not close any runway on the airport without prior coordination with the Government except in an emergency situation.

c. 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 Federal Aviation Administration standards.

## 7. GOVERNMENT RESERVED RIGHTS

The Government reserves the right, at its sole cost and expense and subject to Paragraph 6c above, to:

a. Provide and maintain in the Jointly Used Flying Facilities airfield markings required solely for military aircraft operations.

b. 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 Mutual Aid fire protection agreement, which sets forth each party's responsibilities of fire protection and crash rescue services and the parties agree that the separate mutual aid agreement remains in effect. [Use if the Airport Authority has a fire organization at the airport providing mutual aid to the Air Force for aircraft rescue and firefighting services]

-Or-

a. The Government maintains a fire fighting and crash rescue organization in support of military operations at the Airport. The Government is the primary source for aircraft rescue and firefighting services at the airport for both civil and military aircraft. 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 firefighting 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 firefighting 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 firefighting and crash rescue service is provided to civil aircraft by the Government. This provision shall survive the termination or expiration of this Agreement.

-Or-

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 – This provision shall survive the termination or expiration of this Agreement (OPTIONAL ANG only)

c. The (Authority) will reimburse the Government for expenses incurred by the Government for firefighting 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 firefighting and crash rescue organization or to provide any increase in firefighting 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 firefighting and crash rescue equipment shall not be routinely parked on the Jointly Use Flying Facilities during non-emergency landings of civil aircraft.

## 9. RECORDS

a. The Authority shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement including 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 during regular business hours, 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. Nothing contained herein shall diminish, or in any way adversely affect, the United States of America's right to discovery in any pending or future litigation.

b. The Authority also further agrees that representatives of the (State of \_\_\_\_\_ Comptroller (the "State \_\_\_\_\_"), or any other designated representative of the State shall have the same right of access to such records, books of account, documents and papers (hereinafter, collectively, the "Records") as are available to the Comptroller General of

the United States. The State Comptroller and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of the Authority within the State of \_\_\_\_\_ or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purpose of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under \_\_\_\_\_ (the "Statute") provided that: (i) the Authority shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempted under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation (ANG ONLY Optional).

#### 10. TERM

a. This Agreement shall be effective for a term of five (5) years beginning (month/day, year), and ending (month/day, year), unless otherwise renegotiated or terminated under the provisions of paragraphs 11 and 13.

b. Upon becoming effective, this Agreement shall supersede and cancel all previous Airport Joint Use Agreements between the Parties concerning the Government's use of the Jointly Used Flying Facilities.

#### 11. TERMINATION

a. This Agreement may be terminated by the Government with or without cause at any time by giving at least thirty (30) days' notice thereof in writing to the (Authority).

(1) 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.

(2) In the event this Agreement is terminated as provided in subparagraph 11a(1) 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.

(3) The rights and remedies of the Government provided in subparagraph 11a(1) above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(4) Any termination of this Agreement by the Secretary shall not create any liability on the part of the Government to the Airport Authority for costs or anticipated profits or income, or costs of construction, maintenance, repair, or upgrade, of the Jointly Used Flying Facilities.

## 12. GENERAL PROVISIONS

a. Executory Clause. In accordance with 31 U.S.C. § 1341, the Government shall have no responsibility under this Agreement to the Authority or to anyone else beyond funds appropriated and available for this Agreement.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. Modification. This Agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto. Modifications or amendments shall be subject to the approval of the Deputy Assistant Secretary of the Air Force (Installations), and shall also be subject to the review and approval of the Air Force Office of Deputy General Counsel, Installations, Energy, and Environment.

h. 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 is in writing signed by such party.

i. Jurisdiction and Governing Law. The Agreement shall be governed and construed with the laws of the State of (insert state), and the federal laws of the United States of America. In the event that this Agreement, or any portion of it, or the operations contemplated by it are found to be inconsistent with or contrary to laws or official orders, rules, or regulations of the United States, then the laws of the United States shall control. This Agreement then shall be modified accordingly, and, as so modified, shall continue in full force and effect. The federal courts shall have jurisdiction for this Agreement.

j. Counterparts. This Agreement shall be executed in four (4) counterparts, each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

k 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

a. 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.

b. Construction of Joint Use Projects shall be conducted and phased in such a manner, and shall minimize any adverse impact on Government aircraft movements or other activities, to allow all military units at or using the Airport to continue to carry out their assigned operational and training missions.

c. The Authority shall notify the Government in writing ("Construction/Repair Notice") ninety (90) days in advance of any Joint Use Projects or any notable maintenance, repair, planning, or construction actions that may impact government aircraft operation to the extent allowable.

d. The Authority will ensure Government access to alternative runway(s) during Joint Use Project construction or maintenance, repair, or new construction activity.

e. If the Authority is unable to provide access to alternate runways, then the Government shall notify the Authority in writing within 30 business days after receipt of a Construction/Repair Notice that the proposed Joint Use Projects, repair, maintenance, or construction activity will have an adverse impact on its operations, and that it will either request renegotiations or suspension of payments required under Paragraph 5a for the period when the Jointly Used Flying Facilities are unavailable to the Government, or at its sole discretion terminate this Agreement. Both parties agree to negotiate in good faith and modified the payments in 5a.

#### 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 addressed as provided herein.

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

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

b. 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:

To the United States of America:

AF Unit

---

And/or

Air Force Reserve Command  
HQ AFRC/A7OA  
255 Richard Ray Blvd.  
Robins AFB GA 31098

And/or

ANG/A4  
3501 Fetchet Avenue  
Joint Base Andrews, Maryland 20762-5157

To the State of (name):

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

[Balance of page intentionally left blank]

(ANG SIGNATURE PAGE)

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/OPERATOR NAME)

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF (NAME)

Coordinated with:

\_\_\_\_\_  
U.S. Property & Fiscal Officer

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

The Adjutant General

THE UNITED STATES OF AMERICA

Dated: \_\_\_\_\_

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

For the Chief, National Guard Bureau

(Non-ANG Signature Page)

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 Authority

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_

Dated: \_\_\_\_\_

UNITED STATES OF AMERICA

\_\_\_\_\_  
Deputy Assistant Secretary of the Air Force  
(Installations)



## Attachment 3

## ALLOWABLE/NON-ALLOWABLE EXPENSES

Figure A3.1. Allowable/Non-Allowable Expenses.

**ALLOWABLE EXPENSES:**

**Only the items listed below may be included in an accounting of airfield operating costs and are therefore eligible for Air Force contributions towards proportionate use provided sufficient documentation and justification is provided.**

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

**Pavement Maintenance:** Costs of maintenance to runways, taxiways, overruns, shoulders of runways and taxiways (i.e., joint sealing, broken or shattered slabs repair or replacement, patching, tar and rubber removal, and paint restriping.) May consider cost of aircraft movement that overload pavements by more than 10% of the Allowable Gross Load (AGL) or Aircraft Classification Number/Pavement Classification Number (ACN/PCN) ratio method. Do not include salaries if already listed under "Salaries-Labor/Contract" category. Do not include Capital Improvements.

**Airfield Sweeping:** Supplies and fuel required for sweeping jointly used runways and taxiways. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Grass Cutting:** Supplies and fuels for mowing grass within the joint-use area (i.e., between runways, taxiways, clear zone, etc.). Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Snow Plowing and Removal:** Supplies and fuels for snow removal in joint-use area. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Airfield Equipment Maintenance:** Costs to maintain equipment used in joint use area (i.e., mowers, sweepers, snow removal equipment). Costs associated with general purpose vehicles used for overall airport operations may NOT be included. A list of equipment must be included. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Airfield Lighting Maintenance:** Maintenance and parts such as bulbs, wiring, etc., for runways and taxiway lighting. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Navigational Aids Maintenance:** Maintenance and parts for those navigational aids that are not maintained by Federal Aviation Administration or military (windsock, indicators, VORs,

VASI, etc.). Please attach a list of applicable navigational aids. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Utilities Maintenance:** Maintenance and parts for utility lines (electrical, water, etc.) in the joint use areas. Do not include salaries if already listed under "Salaries-Labor/Contract" category.

**Airfield Supplies:** This may include general supply items such as small equipment/tools and ground fuels not already included in previous documentation.

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

**Erosion Control/Storm Drainage:** Includes items such 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.

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

**Air Traffic Control/Weather Services:** These costs may only be included when they are not provided by Federal Aviation Administration or the military.

**Fire Protection:** These costs may be included only where the Airport exclusively provides fire protection (no mutual aid or reciprocal fire agreement).

**Other Expenses:** Will be considered only when accompanied with a detailed explanation of the additional cost item and appropriate supporting documentation.

**NON-ALLOWABLE EXPENSES:**

**The following expenses are specifically prohibited from being considered in an accounting of airfield operating costs and are therefore not-eligible for Air Force contributions towards proportionate use:**

**Salaries - Labor/Contract:** No shift differential or managers salaries will be used in grass cutting, snow removal, or trade labor providing maintenance/ repair of joint use facilities. Taxes (federal, FICA, Social Security, or state) are not to be included.

**Operations and maintenance of non-joint use facilities:** Expenses incurred on facilities outside of the joint use areas (i.e., terminals, parking facilities, commercial ramps and hangars, fuels facilities, etc.) are prohibited from consideration.

**Indirect costs:** Expenses attributed to consulting fees, professional fees, environmental fines, training, facility maintenance, etc., are prohibited from consideration.

**Administrative overhead:** Expenses associated with administrative salaries, marketing, travel, postage, janitorial, telephone, office supplies, uniforms, meals, board meetings, union dues, incentive awards, safety gear, patches or cleaning and upkeep of uniforms used on the airfield, are prohibited from consideration.

**Authority accounting:** Expenses associated with profit, overhead, debt service, depreciation, deferred maintenance, contingencies, etc., are prohibited from consideration.

**Insurance:** Insurance costs for liability, fire, equipment or land is prohibited from consideration.

**Security/Police/Transportation Security Administration (TSA) Agents:** As the Air Force provides and is responsible for security of its facilities, operations, equipment and aircraft, expenses associated with airport security are prohibited from consideration.

**Noise Mitigation:** Any expenses associated with noise mitigation at a civil airport are the responsibility of the Federal Aviation Authority and are prohibited from consideration.

**Erosion Control/Storm Drainage:** Additional fees incurred for off-site drainage by city/county municipalities (in the form of taxes) will not be allowed.

**Navigational Aids and Weather Systems:** Maintenance and parts covered by the Federal Aviation Administration will not be allowed.

**Fees and Payments Paid by Federal Agencies:** Any expense funded by a federal agency (including the portion of the expense paid by the airport) is the max that will be paid by any federal agency. The portion that is not covered by the federal agency, will not be an allowable expense to another federal agency.

Attachment 4

**EXAMPLE JOINT USE AGREEMENT ANNUAL SHARE CALCULATION WORKSHEET**

**Figure A4.1. Example Joint Use Agreement Annual Share Calculation Worksheet.**

Component ( Proportionate Share of Ops	X	Allowable Airport Expenses	) -	Cost Avoidance for Component Services Provided	=	Component JUA Payment
<p>A. Airport Calculated Allowable Cost/Year: Total airfield costs of Jointly Used Portion of the Airfield. Received from Civil Airfield Operations and verified by NGB/AFRC.</p> <p>A = \$XXX,XXX</p> <p>B. Air Force Component (ANG, AFRC, ADAF) Share of Total Reported Local Airfield Operations/Year: (Based on their percentage of TOTAL Operations at the airfield:</p> <p>B = YY.Y%</p> <p>C. Component Share of Airport Calculated Allowable Costs/Year (Percentage from B above times Total airfield costs from A.</p> <p>C=B * A or [YY.Y% * \$XXX,XXX = \$ZZ,ZZZ]</p> <p>D. Subtract the Value of Airport Cost Avoidance (Services provided) by Component/Year: D = \$GGG,GGG</p> <p>E. To figure Component Calculated JUA Fee/Year: E = (C-D)</p> <p>E = [\$ZZ,ZZZ - \$GG,GGG]. Where Cost Avoidance to the Airport Exceeds Component Share of Calculated Allowable Costs, the AJUA Fee Shall be Considered Nominal (\$1/Year).</p> <p>Note: Total Reported Airfield Operations Per Year are taken from most recent full year (calendar or fiscal year) ATADs report count on Federal Aviation Administration website: <a href="http://aspm.faa.gov/opsnet/sys/Airport.asp">http://aspm.faa.gov/opsnet/sys/Airport.asp</a>.</p>						

## Attachment 5

**EXAMPLE JOINT USE AGREEMENT (CIVIL USE OF A MILITARY AIRFIELD)****Figure A5.1. Example Joint Use Agreement (Civil Use of a Military Airfield).**

**JOINT-USE AGREEMENT  
BETWEEN  
AN AIRPORT SPONSOR  
AND  
THE UNITED STATES AIR FORCE**

This Joint Use Agreement (“the Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between the Secretary of the Air Force, for and on behalf of the United States of America ("Air Force") and an airport sponsor ("Sponsor"), a public body eligible to sponsor a public airport.

**WHEREAS**, the Air Force owns and operates the runways and associated flight facilities (collectively "flying facilities") located at (Official Name of Air Force Base); and  
**WHEREAS**, Sponsor desires to use the flying facilities at (Official Name of Air Force Base) to permit operations by general aviation aircraft and commercial air carriers (scheduled and nonscheduled) 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 (Official Name of Air Force Base); and

**WHEREAS**, this Agreement neither addresses nor commits any Air Force real property or other facilities that may be required for exclusive use by Sponsor to support either present or future civil aviation operations and activities in connection with joint use; and

**WHEREAS**, the real property and other facilities needed to support civil aviation operations are either already available to or will be diligently pursued by the Sponsor;

NOW, THEREFORE, it is agreed:

**1. JOINT USE**

a. The Air Force hereby authorizes Sponsor to permit aircraft equipped with two-way radios capable of communicating with the (Official Name of Air Force Base) Control Tower to use the flying facilities at (Official Name of Air Force Base), subject to the terms and conditions set forth in this Agreement and any regulations in the Code of Federal Regulations applicable to civil aircraft operations. Civil aircraft operations are limited to 20,000 per calendar year. An operation is a landing or a takeoff. Civil aircraft using the flying facilities of (Official Name of Air Force Base) on official Government business as provided in AFI 10-1001, Civil Aircraft Landing Permits, are not subject to this Agreement.

b. Aircraft using the flying facilities of (Official Name of Air Force Base) under the authority granted to Sponsor by this Agreement shall be entitled to use those for landings, takeoffs, and movement of aircraft and will normally park only in the area made available to Sponsor and designated by them for that purpose.

c. Government aircraft taking off and landing at (Official Name of Air Force Base)

will have priority over all civil aircraft at all times.

d. All ground and air movements of civil aircraft using the flying facilities of (Official Name of Air Force Base) under this Agreement, and movements of all other vehicles across Air Force taxiways, will be controlled by the (Official Name of Air Force Base) Control Tower. A local agreement will be developed, if necessary, to address access to and from aircraft parking and maintenance areas by civil aircraft. Civil aircraft activity will coincide with the (Official Name of Air Force Base) Control Tower hours of operation. Any additional hours of the (Official Name of Air Force Base) 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 Sponsor. These charges, if any, shall be in addition to the annual charge in paragraph 2 and payable not less frequently than quarterly.

e. No civil aircraft may use the flying facilities for training.

f. Air Force-owned airfield pavements made available for use under this Agreement shall be for use on an "as is, where is" basis. The Air Force will be responsible for snow removal only as required for Government mission accomplishment.

g. 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 flying facilities under this Agreement will be corrected by Sponsor at no expense to the Air Force, using standard engineering methods and procedures.

h. All phases of planning and construction of new runways and primary taxiways on Sponsor property must be coordinated with the (Official Name of Air Force Base) Base Civil Engineer. Those intended to be jointly used by Air Force aircraft will be designed to support the type of military aircraft assigned to or commonly transient through (Official Name of Air Force Base).

i. Coordination with the (Official Name of Air Force Base) Base Civil Engineer is required for planning and construction of new structures or exterior alteration of existing structures that are owned or leased by Sponsor.

j. Sponsor shall comply with the procedural and substantive requirements established by the Air Force, and Federal, State, interstate, and local laws, for the flying facilities of (Official Name of Air Force Base) and any runway and flight facilities on Sponsor property with respect to the control of air and water pollution; noise; hazardous and solid waste management and disposal; and hazardous materials management.

k. Sponsor shall implement civil aircraft noise mitigation plans and controls at no expense to and as directed by the Air Force, pursuant to the requirements of the (Official Name of Air Force Base) Air Installation Compatible Use Zone (AICUZ) study; the Federal

Aviation Administration Part 150 study; and environmental impact statements and environmental assessments, including supplements, applicable to aircraft operations at (Official Name of Air Force Base).

l. Sponsor shall comply, at no expense to the Air Force, with all applicable Federal Aviation Administration security measures and procedures as described in the Airport Security Program for (Official Name of Air Force Base).

m. Sponsor 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 airfield of any nature whatsoever, other than identification signs attached to buildings, without prior written approval from the (Official Name of Air Force Base) Base Civil Engineer.

n. Sponsor shall neither transfer nor assign this Agreement without the prior written consent of the Air Force.

## **2. PAYMENT**

a. For the purpose of reimbursing the Air Force for Sponsor's share of the cost of maintaining and operating the flying facilities of (Official Name of Air Force Base) as provided in this Agreement, Sponsor shall pay, with respect to civil aircraft authorized to use those facilities under this Agreement, the sum of (specify sum) annually. Payment shall be made quarterly, in equal installments.

b. All payments due pursuant to this Agreement shall be payable to the order of the Treasurer of the United States of America, or to such other officials the Government may designate, and shall be made to the Accounting and Finance Officer, (Official Name of Air Force Base), 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.

## **3. SERVICES**

Sponsor shall be responsible for providing services, maintenance, and emergency repairs for civil aircraft authorized to use the flying facilities of (Official Name of Air Force Base) under this Agreement at no cost to the Air Force. If Air Force assistance is required to repair an aircraft, Sponsor shall reimburse the Air Force for all expenses of such services. Any required reimbursement shall be paid not less frequently than quarterly. These charges are in addition to the annual charge specified in paragraph 2.

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

a. The Air Force maintains the level of firefighting, crash, and rescue capability

required to support the military mission at (Official Name of Air Force Base). The Air Force agrees to respond to fire, crash, and rescue emergencies involving civil aircraft outside the hangars or other structures within the limits of its existing capabilities, equipment, and available personnel, only at the request of Sponsor, and subject to subparagraphs b, c, and d below. Air Force firefighting, crash, and rescue equipment and personnel shall not be routinely located in the airfield movement area during nonemergency landings by civil aircraft.

b. Sponsor 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 Code of Federal Regulations and National Fire Protection Association procedures and standards.

c. Sponsor agrees to release, acquit, and forever discharge the United States of America, its officers, agents, and employees for all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force firefighting and crash rescue equipment or personnel for fire protection and crash rescue activities at the (Official Name of Air Force Base) Flying Facility arising out of its responsibility under this Agreement. The Sponsor further agrees to the extent allowed under applicable law to indemnify, defend, and hold harmless the United States of America, 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, Air Force fire protection 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 Air Force, without contributory fault on the part of any person, firm, or corporation. The Sponsor agrees to execute and maintain in effect a hold harmless agreement as required by applicable Air Force instructions for all periods during which emergency firefighting and crash rescue service is provided to civil aircraft by the Air Force. This provision shall survive the termination or expiration of this Agreement.

d. Sponsor will reimburse the Air Force for expenses incurred by the Air Force for firefighting and or crash and rescue materials expended in connection with providing such service to civil aircraft. The Air Force may, at its option, with concurrence of the National Transportation Safety Board, remove crashed civil aircraft 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 termination of this Agreement under the provisions of paragraph 7 may result in termination of fire protection and crash and rescue response by the Air Force.

f. The Air Force commitment to assist Sponsor with fire protection shall continue only so long as a fire fighting and crash and rescue organization is authorized for military operations at (Official Name of Air Force Base). The Air Force shall have no obligation to maintain or provide a fire fighting, and crash and rescue organization or firefighting and crash



and rescue equipment; or to provide any increase in firefighting and crash and rescue equipment or personnel; or to conduct training or inspections for purposes of assisting Sponsor with fire protection.

## **5. LIABILITY AND INSURANCE**

a. Sponsor will assume all risk of loss and or damage to property or injury to or death of persons by reason of civil aviation use of the flying facilities of (Official Name of Air Force Base) under this Agreement, including, but not limited to, risks connected with the provision of services or goods by the Air Force to Sponsor or to any user under this Agreement. Sponsor further agrees to indemnify and hold harmless the Air Force against, and to defend at Sponsor expense, all claims for loss, damage, injury, or death sustained by any individual or corporation or other entity and arising out of the use of the flying facilities of (Official Name of Air Force Base) and or the provision of services or goods by the Air Force to Sponsor or to 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. Sponsor 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 (specify sum) bodily injury and property damage combined for any one accident. Sponsor shall provide the Air Force 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 installation commander at WAFB, (2) any losses shall be payable notwithstanding any act or failure to act or negligence of Sponsor or the Air Force or any other person, and (3) the insurer shall have no right of subrogation against the United States.

## **6. TERM OF AGREEMENT**

This Agreement shall become effective immediately and shall remain in force and effect for a term of 25 years, unless otherwise renegotiated or terminated under the provisions of paragraph 7, but in no event shall the Agreement survive the termination or expiration of Sponsor's right to use, by license, lease, or transfer of ownership, of the land areas used in connection with joint use of the flying facilities of (Official Name of Air Force Base).

## **7. RENEGOTIATION AND TERMINATION**

a. If significant change in circumstances or conditions relevant to this Agreement should occur, the Air Force and Sponsor 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 require the written mutual agreement and signatures of both parties. Unless such agreement is reached, the existing agreement shall continue in full force and effect, subject to termination or suspension under this section.

b. 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 Sponsor, provided that the Secretary of the Air Force determines, in writing, that paramount military necessity requires that joint use be terminated, or (2) at any time during any national emergency, present or future, declared by the President or the Congress of the United States, or (3) in the event that Sponsor ceases operation of the civil activities at (Official Name of Air Force Base) for a period of one (1) year, or (4) in the event Sponsor 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 Sponsor create a significant danger to safety, public health, or the environment at (Official Name of Air Force Base).

c. The failure of either the Air Force or Sponsor 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.

## 8. 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 communication to Sponsor shall be delivered or mailed to Sponsor addressed:

*The Sponsor*  
*(Address)*  
*USA*

c. Written communication to the Air Force shall be delivered or mailed to the Air Force addressed:

Commander  
(Official Name of Air Force Base), USA

## 9. OTHER AGREEMENTS NOT AFFECTED

This Agreement does not affect the (Official Name of Air Force Base)-Sponsor Fire Mutual Aid Agreement.

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

UNITED STATES AIR FORCE

Date: \_\_\_\_\_

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

Deputy Assistant Secretary of the Air Force  
(Installations)

Date: \_\_\_\_\_

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

Sponsor Representative

**Attachment 6****SAMPLE TEMPORARY AGREEMENT LETTER OF AGREEMENT****Figure A6.1. Sample Temporary Agreement Letter of Agreement.**

**SAMPLE TEMPORARY AGREEMENT  
LETTER OF AGREEMENT  
FOR  
TEMPORARY CIVIL AIRCRAFT OPERATIONS  
AT  
(Official Name of Air Force Base)**

This letter of agreement establishes policies, responsibilities, and procedures for commercial air carrier operations at (Official Name of Air Force Base) for the period (date) through (date). Military requirements will take precedence over civil aircraft operations. Should a conflict arise between air carrier and Air Force operational procedures, Air Force procedures will apply.

**AUTHORIZED USERS**

The following air carriers are authorized use, provided they have a civil aircraft landing permit approved at HQ USAF/A3OJ for such use:  
(Official Name of Using Airlines)

**SCHEDULES**

The (Official name of Civil Airport) manager or air carrier station managers will ensure that the (Official Name of Air Force Base) Airfield Manager is provided current airline schedules during the approved period of use. Every effort will be made to avoid disruption of the air carriers' schedules; however, it is understood that the installation commander will suspend or change flight plans when required to preclude interference with military activities or operations.

**PASSENGER AND LUGGAGE HANDLING**

The (Official name of Civil Airport) terminal will be used for passenger loading and unloading. Security checks will be performed at the terminal before loading passengers on buses. Luggage on arriving aircraft will be directly offloaded onto vehicles and delivered to the (Official name of Civil Airport) terminal. Each arriving and departing bus or vehicle caravan will be accompanied by a credentialed representative of the airline or (Official name of Civil Airport) to ensure its integrity enroute. Buses or vehicles transporting passengers to board an aircraft will not depart (Official Name of Air Force Base) until the passengers are airborne. Unless an emergency exists, arriving passengers will not deplane until the buses are available for transportation to the (Official name of Civil Airport) terminal. All checked luggage will be picked up at (Official name of Civil Airport) and delivered directly to the departing aircraft. Buses will proceed directly to the aircraft at (Official Name of Air Force Base) alert ramp. Luggage on arriving aircraft will be directly offloaded onto a vehicle parked on the (Official Name of Air Force Base) alert ramp. (Official Name of Air Force Base) will

be notified, in advance, if a local funeral home requires access for pickup or delivery of deceased persons.

### **AIRCRAFT HANDLING AND GROUND SUPPORT EQUIPMENT**

Air Force-owned fuel will not be provided. The air carriers will provide their own ground support equipment. Refueling equipment from (Official name of Civil Airport) will be prepositioned at (Official Name of Air Force Base) on the alert ramp. The Air Force shall not be responsible for any damage or loss of such equipment, and (Official Name of Civil Airport) expressly assumes all risks of any such loss or damage and agrees to indemnify and hold the United States harmless against any damage or loss. No routine aircraft maintenance will be accomplished at (Official Name of Air Force Base). Emergency repairs and or maintenance are only authorized to avoid extended parking and storage of civil aircraft at (Official Name of Air Force Base).

### **CUSTOMS AND SECURITY**

Any matter concerning (Official Name of Air Force base) operations or security will be decided by the installation commander or his or her designee. Customs officials will be transported to and from the base by air carrier representatives. The installation commander will cooperate with customer, health, and other public officials to expedite arrival and departure of the aircraft. Air carrier representatives will notify the (Official Name of Air Force Base) Airfield Manager, in advance, of armed security or law enforcement officers arriving or departing on a flight. (Official Name of Air Force Base) officials and air carrier representatives must provide the (Official Name of Air Force Base) Airfield Manager a list of employees, contractors, and vehicles requiring flight line access. Temporary passes will be issued to authorized individuals and vehicles.

### **FIRE, CRASH, AND RESCUE SERVICES**

BIA will provide technical information and training for (Official Name of Air Force Base) Fire Department personnel prior to \_\_\_\_ (date) \_\_\_\_ Fire, Crash, and Rescue Services will be provided in an emergency, but fire trucks will not routinely park on the flight line for aircraft arrivals and departures. (Official Name of Civil Airport) will reimburse (Official Name of Air Force Base) for all such services.

### **LIABILITY AND INDEMNIFICATION**

The Air Force shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use of (Official Name of Air Force Base) by BIA under this Agreement, or for damages to the property of (Official Name of Civil Airport) or injuries to the person of Bunker International Airport's officers, agents, servants, employees, or invitees. BIA agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the use of (Official Name of Air Force Base) under this Agreement and expressly waives any and all claims against the United States for any such loss, damage, personal injury, or death caused by or occurring as a consequence of such use. (Official Name of Civil Airport) further agrees to indemnify, save, and hold the United States, its officers, agents, and employees harmless from and against all claims, demands, or actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death or property damage resulting from, related

to, caused by, or arising out of the use of (Official Name of Air Force Base) under this Agreement.

**FEES**

Landing and parking fees will be charged in accordance with to AFI 10-1001, *Civil Aircraft Landing Permits*. Charges will be made in accordance with to the appropriate Air Force Instructions for any services or supplies required from (Official Name of Air Force Base). The (Official Name of Air Force Base) Airfield Manager will be responsible for consolidating all charges which will be billed to BIA not later than (date) by the Accounting and Finance Office.

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

\_\_\_\_\_

(Official Name of Civil Airport) Representative  
(DATE)

(Official Name of Air Force Base) Representative  
(Name and Title)  
(DATE)