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# **AIRPORT JOINT USE AGREEMENT**

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BETWEEN

**City of Fresno**

AND

**STATE OF CALIFORNIA**

AND

**UNITED STATES OF AMERICA**

**(FRESNO YOSEMITE INTERNATIONAL AIRPORT)**

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## AIRPORT JOINT USE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (the "City") and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau (the "Air Force"), and the STATE OF CALIFORNIA, acting by and through its Adjutant General (collectively, "Government").

### RECITALS

A. The City owns and operates Fresno Yosemite International Airport ("Airport"), located in the City of Fresno, County of Fresno, State of California.

B. Title 49, United States Code, Chapter 471, "Airport Development," (49 U.S.C. Sections 47101-47129), provides that each of the Airport's facilities developed with financial assistance from the United States Government (USG) 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 USG 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 Government requires substantial use of the flying facilities at the Airport for the California Air National Guard, as well as for other occasional transient government aircraft.

D. The City 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 City desire to provide for the delineation of responsibility for operation and maintenance of the flying facilities 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 as outlined in paragraph 5 herein.

F. The Air Force agrees to make a good faith effort based on its available records, if any, and/or information provided by the City or by the Airport's control tower to support the City's efforts to identify other United States Government users. All Parties agree that the City's efforts to identify all United States Government aircraft landing at the Airport is intended to allow full reimbursement to the City for the proportionate share of the total United States Government users (assigned and transient) for the Jointly Used Flying Facilities, as that term is defined below. The Parties agree that renewal of this Agreement will not be delayed if the City, through its best efforts, is unable to identify other transient United States Government aircraft landing at the Airport.

G. In accordance with Air Force policy, there shall only be one agreement supporting Air Force military operations for each civil airport used. When more than one Air Force unit regularly uses an airport, the Deputy Assistant Secretary of the Air Force for Installations will designate a lead unit (normally the Air National Guard through the

National Guard Bureau) who will attempt to account for the use by all Air Force activities and be the lead in discussions with the City. Any Air Force user that refuses, fails to participate, or does not reply to requests from the Deputy Assistant Secretary of the Air Force for Installations or his or her representative will be directed to terminate operations at the Airport.

H. All non-Air National Guard/Air Force users will be billed directly by the City and pay their fair share, proportionate to their use, directly to the City. All other USG agencies including other branches of the U.S. military will need to work directly with the City to pay their fair share, proportionate to their use, of the cost of operating and maintaining the Jointly Used Flying Facilities. Those users that refuse, fail to participate, or do not reply to requests from the City will be directed by the appropriate authority to terminate operations at the Airport.

### **AGREEMENT:**

THEREFORE, the Parties agree as follows:

#### **1. DEFINITIONS**

A. For purposes of this Agreement, the Jointly Used Flying Facilities at the Airport as depicted and attached hereto as Exhibit "A", means the runways, taxiways, lighting systems, navigational aids, markings and appurtenances open to public use and used by the Government, including all improvements and facilities pertaining thereto and situated thereon and all future additions, improvements, and facilities thereto as may be added or constructed from time to time. The Jointly Used 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 City or its lessees, permittees, or licensees for civilian or commercial purposes.

B. Implementing 49 U.S.C. § 47107(a)(11), 14 United States Code of Federal Regulation Part 152, Appendix D, paragraph 26, Federal Aviation Administration (FAA) Airport Compliance Manual Order 5190.6B, § 7.14(a) and § 3.20(a); Grant Assurance 27 (Use by Federal Government Aircraft); define "substantial use" as the existence of one of the following conditions: (1) five or more federal government aircraft are regularly based at the airport or land adjacent to the airport, (2) federal government aircraft make 300 or more total calendar month operations (each landing and takeoff is a separate operation), (3) the gross cumulative weight of federal government aircraft using the airport in a calendar month exceeds 5,000,000 pounds (total operations of federal government aircraft multiplied by the gross certified weights of such aircraft). "Federal government aircraft" means the collective use by United States aircraft and not individual branches or bureaus of the United States military, for purposes for defining *substantial use* only, herein.

#### **2. JOINT USE**

Subject to the terms and conditions of this Agreement, the Government shall have the use, in common with other users of the Airport, present and prospective, of the Jointly

Used Flying Facilities, together with all necessary and convenient rights of ingress and egress to and from the Jointly Used Flying Facilities and the California Air National Guard installation and other Government facilities located on the Airport. Routes for ingress and egress for the Government's employees, agents, customers and contractors shall not unduly restrict the Government in its operations.

### **3. CITY RESPONSIBILITIES**

The City will be responsible for performance of 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 therefor, other than those owned, operated and maintained by the Federal Aviation Administration (FAA);

(3) Beacons, obstruction lights, wind indicators, and other navigational aids, other than those owned, operated and maintained by the Federal Aviation Administration (FAA);

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

### **4. GOVERNMENT RESPONSIBILITIES**

The Government 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. Subject to availability of appropriations therefor, in accordance with 28 U.S.C. Chapter 171, City claims for 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, see Exhibit "B" Standard Form 95.

c. Consistent with safety of flight, FAA air traffic control procedures, and military operations as determined by the Government, keeping the sound level of its operations as low as practicable.

d. Consistent with military operations as determined by the Government avoiding to the extent practicable, the production of any electrical, electronic, or other disturbances which may interfere with the operation or use by the City. the FAA. any airline, or other Airport user of air navigation, communication, or flight equipment, at the Airport or on aircraft using the Airport.

## 5. PAYMENTS

a. In consideration of and for the faithful performance of this Agreement, and subject to the availability of federal and state appropriations and Paragraph 8 below, the Government, as its proportionate share of the cost of operating and maintaining the Jointly Used Flying Facilities for the entire term of the Agreement, shall pay to the City the following amounts:

(1) For the period beginning July 1, 2022, and ending Sep 30, 2024, (twenty-seven months) a lumpsum payment of THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS AND 63/100. (\$325,476.63) is to be paid in full no later than 30 days after the execution of this Agreement. The total payment shall be issued by the State. Eighty percent (80%) of the payment, in the amount of TWO HUNDRED SIXTY THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS AND 30/100 (\$260,381.30) shall be reimbursed to the State by the United States of America.

(2) For the period beginning October 1, 2024, and ending June 30, 2025, (YEAR ONE) ONE HUNDRED FIFTY-TWO THOUSAND SEVENTY-ONE DOLLARS AND 32/100 (\$152,071.32), payable in three equal installments of FIFTY THOUSAND SIX HUNDRED NINETY DOLLARS AND 44/100 (\$50,690.44).

(3) Commencing one year from the Effective Date of this Agreement on July 1, 2025 and annually on each anniversary date of this Agreement thereafter, the annual payment paid for by the Government to the City shall increase at a rate of three percent (3%) each year until the expiration of this Agreement. Rates shall be set as stated below:

i. For the period beginning July 1, 2025 and ending June 30, 2026, (YEAR TWO) TWO HUNDRED EIGHT THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS AND 62/100 (\$208,844.62) payable in equal quarterly installments of FIFTY TWO THOUSAND TWO HUNDRED ELEVEN DOLLARS AND 16/100 (\$52,211.16) each.

ii. For the period beginning July 1, 2026 and ending June 30, 2027, (YEAR THREE) TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED NINE DOLLARS AND 96/100 (\$215,109.96) payable in equal quarterly installments of FIFTY THREE

THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND 49/100 (\$53,777.49) each.

iii. For the period beginning July 1, 2027, and ending June 30, 2028, (YEAR FOUR) TWO HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 26/100 (\$221,563.26) payable in equal quarterly installments of FIFTY FIVE THOUSAND THREE HUNDRED NINETY DOLLARS AND 81/100 (\$55,390.81) each.

iv. For the period beginning July 1, 2028, and ending June 30, 2029, (YEAR FIVE) TWO HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED TEN DOLLARS AND 16/100 (\$228,210.16) payable in equal quarterly installments of FIFTY SEVEN THOUSAND FIFTY TWO DOLLARS AND 54/100 (\$57,052.54) each.

(4) The Consumer Price Index (CPI) will be validated for changes, annually. The Bureau of Labor and Statistics (BLS) posts the overall change for the past 12 months (Jan-Dec) of the past year, on February of the following year. If there is a difference from the negotiated CPI of 3%, the payment on the last quarter of the fiscal year (July – September) will be adjusted. The Government will notify the City and all Parties in writing, for any change in CPI and the year's AJUA fee. See Exhibit C – Calculation – Proportionate Use & AJUA Fee – Fresno International Airport.

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 City in writing.

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

City of Fresno, Airports Department  
Attn: Airport Accounting  
4995 E. Clinton Way,  
Fresno, CA 93727

or to such other address as the Government may from time to time provide to the City in writing.

d. Bills for payment provided hereunder shall be submitted no earlier than thirty (30) days prior to the beginning date of the year for which payment is to be made and directed addressed to:

144 FW/CE  
5323 E. McKinley Avenue  
Fresno, California 93727-2199

e. Either Party may request renegotiation of this Agreement if either Party requires services not contemplated by this Agreement or proposes to reduce or eliminate services or responsibilities it undertakes to provide under this Agreement.

## **6. AIRFIELD MANAGEMENT**

a. The City agrees that maintenance of the Jointly Used Flying Facilities shall, at all times, be in accordance with FAA standards for the operation of a commercial airport and operation of jet aircraft.

b. The Government agrees that any markings and equipment installed by it pursuant to Paragraph 7 of the Agreement shall not be in conflict with FAA standards and shall be coordinated with the City in advance.

c. The Government acknowledges that the City has the responsibility for orderly and efficient operation of the Airport for civil aviation purposes in accordance with established requirements. The Parties will cooperate with each other to the extent practicable, consistent with military operations as determined by the Government, to promote such orderly and efficient Airport operations.

## **7. GOVERNMENT RESERVED RIGHTS**

The Government reserves the right, at its sole cost and expense and subject to Paragraph 6b 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.

c. Any markings or equipment installed, used or maintained by the Government pursuant to this Section 7 shall not be in conflict with all applicable FAA regulations and standards.

## **8. INDEMNIFICATION FOR AIRCRAFT RESCUE AND FIRE FIGHTING**

a. The Parties of this Agreement have entered into a separate memorandum of agreement for fire protection, which will be effective within 45 days of execution of this Agreement. A scanned copy of the fully executed memorandum of agreement for fire protection must be provided to the Parties.

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

The City agrees to keep records and books of account, showing the actual cost to it of all items of labor, materials, equipment, supplies, services, and other expenditures made in fulfilling the obligations of this Agreement. The Comptroller General of the United States or any of his or her duly authorized representatives shall, until the expiration of three (3) years after final payment, have access at all times to such records and books of account, or to any directly pertinent books, documents, papers, and records of any of the



City's contractors or subcontractors engaged in the performance of and involving transactions related to this Agreement. The City further agrees that representatives of the Air Force Audit Agency or any other designated representative of the Government shall have the same right of access to such records, books of account, documents and papers as is available to the Comptroller General.

## **10. TERM**

This Agreement shall be effective for a term of Seven (7) years beginning 1 July 2022, and ending on 30 June 2029.

## **11. TERMINATION**

a. This Agreement may be terminated by the Government at any time by giving at least Ninety (90) days' notice thereof in writing to the City.

b. The Government, by giving written notice to the City, may terminate the right of the City 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 City, or any agent or representative of the City, to any officer or employee of the Government with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement, provided that the existence of the facts upon which the Secretary of the Air Force or his or her duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

c. In the event this Agreement is terminated as provided in subparagraph 11a above, the Government shall be entitled to pursue the same remedies against the City as the Government could pursue in the event of a breach of the Agreement by the City and in addition to any other damages to which it may be entitled by law, the Federal 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 City in providing any such gratuities to any such officer or employee.

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

## **12. GENERAL PROVISIONS**

a. Compliance with Law. The City shall comply with all Federal, state and local laws, rules and regulations applicable to the activities conducted under this Agreement.

b. Assignment. The City shall neither transfer nor assign this Agreement without the prior written consent of the Government, which shall not be unreasonably withheld or delayed.

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

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

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

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

g. Waiver. The failure of any 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 any Party unless such waiver be in writing signed by such Party.

h. Paragraph Headings; Recitals. 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. Each of the recitals set forth above are hereby incorporated into the Parties' Agreement as if fully restated herein.

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

j. Jurisdiction and Governing Law. The Agreement shall be governed and construed with the laws of the State of California, 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.

k. Construction. This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any

document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.

I. Signing Authority. Each Party represents and warrants to the other Party that the individuals signing this Agreement on behalf of such Party are authorized to do so and the Party has secured all necessary approvals and authorizations prior to the signing 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 City and the Government at such time as the work is required. Any Government participation in the costs of Joint Use Projects is subject to the availability of Federal funds for such purpose at the time the work is required.

### **14. NOTICES**

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 City shall be addressed to:

Director of Aviation  
City of Fresno, Airports Department  
4995 E. Clinton Way  
Fresno, California 93727

b. Written communications to the Government shall be in duplicate with copies to the United States of America and the State of California addressed respectively, as follows:

To the United States of America:

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

To the State of California:

The Adjutant General  
9800 S Goethe  
Sacramento, California 95826-9101

## **15. CHANGED CIRCUMSTANCES**

The Parties acknowledge that compliance with any federal legislative action or other federal Executive action (whether issued before or after the effective date of this Agreement) affecting this Airport Joint Use Agreement, including but not limited to (i) Base Realignment and Closure Act or (ii) modification of ANG mission, or Secretary of the Air Force basing decisions may require that amendment(s) be made to this Airport Joint Use Agreement.

**~ BALANCE OF PAGE INTENTIONALLY LEFT BLANK~**

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: 9/9/24

CITY OF FRESNO, CALIFORNIA

By: Henry Thompson  
Director of Aviation

ATTEST: \_\_\_\_\_  
Chief Compliance Officer

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: Brandon Collet  
Brandon M. Collet, Date  
Chief Assistant City Attorney

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

Dated: 9/6/24

STATE OF CALIFORNIA

Coordinated with:  
CARTWRIGHT.JONATHAN.JAMES.1187690265  
AN.JAMES.1187690265  
JONATHAN J. CARTWRIGHT, Col, USAF  
U.S. Property & Fiscal Officer

Digitally signed by  
CARTWRIGHT.JONATHAN.JAMES.1187690265  
Date: 2024.09.11 15:01:10 -07'00'

By: RIX.ADAM.LEE.E.1242797767  
The Adjutant General

Digitally signed by  
RIX.ADAM.LEE.1242797767  
Date: 2024.09.16 15:29:55 -07'00'

Dated: 11 Sep 2024

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

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

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
For the Director, National Guard Bureau

22083

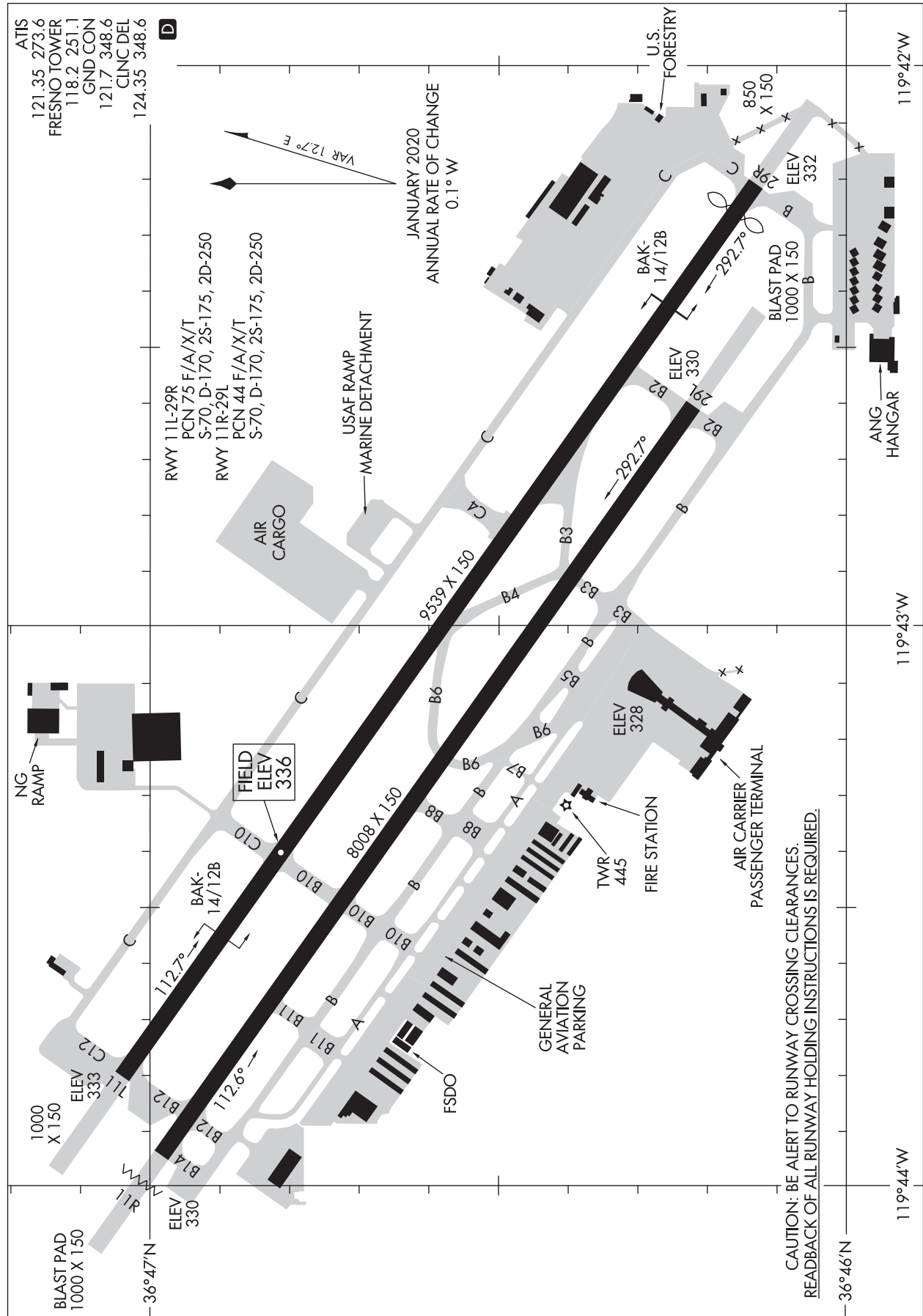
# AIRPORT DIAGRAM

AL-162 (FAA)

FRESNO YOSEMITE INTL (FAT)

FRESNO, CALIFORNIA

SW-2, 05 OCT 2023 to 02 NOV 2023



SW-2, 05 OCT 2023 to 02 NOV 2023

# AIRPORT DIAGRAM

22083

FRESNO, CALIFORNIA  
FRESNO YOSEMITE INTL (FAT)

FRESNO, CALIFORNIA

FRESNO YOSEMITE INTL (FAT)

CAUTION: BE ALERT TO RUNWAY CROSSING CLEARANCES.  
READBACK OF ALL RUNWAY HOLDING INSTRUCTIONS IS REQUIRED.

# Exhibit B - Standard Form 95

<b>CLAIM FOR DAMAGE, INJURY, OR DEATH</b>		<b>INSTRUCTIONS:</b> Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.			FORM APPROVED OMB NO. 1105-0008	
1. Submit to Appropriate Federal Agency:				2. Name, address of claimant, and claimant's personal representative if any. (See instructions on reverse). Number, Street, City, State and Zip code.		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN		4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT		7. TIME (A.M. OR P.M.)
8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary).						
<b>9. PROPERTY DAMAGE</b>						
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code).						
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See instructions on reverse side).						
<b>10. PERSONAL INJURY/WRONGFUL DEATH</b>						
STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT.						
<b>11. WITNESSES</b>						
NAME			ADDRESS (Number, Street, City, State, and Zip Code)			
<b>12. (See instructions on reverse). AMOUNT OF CLAIM (in dollars)</b>						
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY		12c. WRONGFUL DEATH		12d. TOTAL (Failure to specify may cause forfeiture of your rights).
<b>I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.</b>						
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side).				13b. PHONE NUMBER OF PERSON SIGNING FORM		14. DATE OF SIGNATURE
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side).				13b. PHONE NUMBER OF PERSON SIGNING FORM		14. DATE OF SIGNATURE
<b>CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM</b>				<b>CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS</b>		
The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729).				Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.)		

**INSURANCE COVERAGE**

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident Insurance?  Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number.  No

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible?  Yes  No

17. If deductible, state amount.

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

19. Do you carry public liability and property damage insurance?  Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code).  No

**INSTRUCTIONS**

**Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.**

**Complete all items - Insert the word NONE where applicable.**

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

**Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.**

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

The claim may be filled by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

DAMAGES IN A **SUM CERTAIN** FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN **TWO YEARS** AFTER THE CLAIM ACCRUES.

The amount claimed should be substantiated by competent evidence as follows:

- (a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.
- (b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.
- (c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.
- (d) **Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.**

**PRIVACY ACT NOTICE**

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. **Authority:** The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

- B. **Principal Purpose:** The information requested is to be used in evaluating claims.
- C. **Routine Use:** See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. **Effect of Failure to Respond:** Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

**PAPERWORK REDUCTION ACT NOTICE**

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.



## Exhibit C. CALCULATIONS (Determination of Proportionate of Use and AJUA Fee Cost)

### A. Determination of Proportionate Use

Proportionate use will be determined by using the number of ANG flight operations collected and confirmed by local ANG unit and divided by the total flight operations on the **civilian** runways based on ATCT data. Use the formula below to calculate the ANG (AF) Share percentage of the total operations at Fresno Yosemite International Airport:

**1. Total ANG Aircraft Operations data for all runways / Total Flight Operations at (insert Airport Name) = Percentage (%) of ANG flight operations**

FLIGHT OPERATIONS:

Total Operations	Civilian	Total Military	Air Force (ANG)
91,251	84,404 (92.50%)	6,847 (7.50%)	3,556 (3.90%)

### B. AJUA Fee Cost Calculation for Base Year

The Government will pay for their fair-share portion of the amounts paid by (insert Airport Name) for routine airfield repair costs. These routine costs are specified in AFI 10-1002, paragraph 4.3.7.1 and include: Rubber removal, joint repair, and slab repair for the runways and taxiways located in the JUFF. *If the Government a service to the Civilian Airport, (ARFF support, ATC, snow removal, etc.) it will be deducted as a cost avoidance.* Use the formula below to calculate the ANG cost share of the total maintenance cost of JUFF at Fresno Yosemite International Airport:

**1. Total of allowable Maintenance costs [minus ANG Cost Avoidance (if applicable)] x % of ANG landings = ANG (AF) Fair Share Costs**

Allowable Cost Total	Cost Avoidance	Percentage of ANG (AF) Landings
\$5,047,591.92	None applicable	3.90%

The airfield data at Attachment C part A.1 reveals that, the calculation of the percentage of ANG (AF) operations was determined to be **3.90%**. At the same time, total of Fresno Yosemite International Airport expenditures for rubber removal, slab and joint repair for the JUFF for the years 2019, shown above, was **\$5,047,591.92**. The ANG has no cost avoidance. Per Part B, the fair share costs for the initial year period under this agreement is [\$5,047,591.91 (minus \$\$\$ cost avoidance) x 3.90%], as the **base fee of \$196,856.08**.

### C. Annual AJUA Fee Calculation

The AJUA Fee is calculated with an annual 3% CPI starting 1 July 2025 (see Exhibit C.1 below for annual fee calculation). This Annual Fee will be recalculated yearly against the posted CPI **overall annual change** (see Exhibit C.2 below).

The Bureau of Labor and Statistics (BLS) posts the Consumer Price Index (CPI) overall change for the past 12 months (Jan-Dec) of the past year, on the month of February of the following year. It is posted in <https://www.bls.gov/news.release/cpi.toc.htm> Economic News Release - Consumer Price Index Summary Table 4 Consumer Price Index for All Urban Consumers (CPU-U):Selected areas, all items index. If there is a difference from the negotiated **CPI of 3%**, the payment on the last quarter of the fiscal year (July –

September) will be adjusted. The Government will notify the Authority and all Parties of the results of recalculation, in writing.

**Exhibit C.1 Annual AJUA Fee Calculation**

Negotiated CPI	Annual Increase per CPI	Yearly Amount	Quarterly Amount	Base Fee: \$196,856.08
3%	\$5,905.68	\$202,761.77	\$50,690.44	Year 1 (Jul 2024 to Jun 2025)
3%	\$6,082.85	\$208,844.62	\$52,211.16	Year 2 (Jul 2025 to Jun 2026)
3%	\$6,265.34	\$215,109.96	\$53,777.49	Year 3 (Jul 2026 to Jun 2027)
3%	\$6,453.30	\$221,563.26	\$55,390.81	Year 4 (Jul 2027 to Jun 2028)
3%	\$6,646.90	\$228,210.16	\$57,052.54	Year 5 (Jul 2028 to Jun 2029)

Exhibit C.2 CPI Annual Recalculation Example (using the information in Exhibit C.1)

Year 1 Recalculation for CPI

Posted change from BLS website	3.10%
Difference from negotiated CPI (of 3%)	0.10%
Calculated cost difference	\$379.93 (increase)
Fourth Quarter payment	\$51,070.37