
AIRPORT JOINT USE AGREEMENT

BETWEEN

OKLAHOMA CITY AIRPORT TRUST

AND

UNITED STATES OF AMERICA

AND

STATE OF OKLAHOMA

(WILL ROGERS WORLD AIRPORT)

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AIRPORT JOINT USE AGREEMENT

THIS AGREEMENT is made and entered into as of the 24th day of October, 2024, by and between the OKLAHOMA CITY AIRPORT TRUST ("Trust"); and the UNITED STATES OF AMERICA, acting by and through the Chief, National Guard Bureau, and the STATE OF OKLAHOMA, (the "State") acting by and through its Adjutant General (collectively, "Government"). The Government and the Trust are sometimes referred to collectively in this Agreement as the "Parties" and individually referred to as a "Party."

RECITALS

A. The Trust owns and operates the Will Rogers World Airport ("Airport"), located in the City of Oklahoma, Counties of Oklahoma and Cleveland, State of Oklahoma.

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 Oklahoma Air National Guard, as well as for other occasional transient government aircraft.

D. The Trust 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 Trust 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 Government agrees to make a good faith effort based on its available records, if any, and/or information provided by the Trust or by the Airport's control tower to support the Trust's efforts to identify other USG users. All Parties agree that the Trust's efforts to identify all USG aircraft landing at the Airport is intended to allow full reimbursement to the Trust for the proportionate share of the total USG 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 Trust, through its best efforts, is unable to identify other transient USG 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 (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 Trust. Any Air Force user that refuses, fails to participate, or does not reply to requests from the Deputy Assistant Secretary of the Air Force (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 Trust and pay their fair share, proportionate to their use, directly to the Trust. All other USG agencies including other branches of the U.S. military will need to work directly with the Trust 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 Trust will be directed by the appropriate authority to terminate operations at the Airport.

I. The United States of America and the Trust have entered into Lease ANGOK-1-14-0005, October 9, 2018, under the authority contained in U.S.C. §18233, to allow for the continued use and occupancy of the Leased Premises, approximately 5,886,227 square feet, and is the same premises provided by the Airport to the Government for its exclusive use under this Agreement as depicted in Exhibit A.

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 Flying Facilities do not include land areas used exclusively by the Government or other areas of the Airport, including, but not limited to, the terminal buildings, hangars, aircraft parking aprons and ramps, or other areas or structures used exclusively by the Trust 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 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. TRUST RESPONSIBILITIES

The Trust 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 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 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 civil aircraft as expeditiously as possible, subject to the rules and regulations of the National Transportation Safety Board, in order to minimize the length of time 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 length of 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, Trust 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.

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 Trust the following amounts:

(1) For the period beginning 1 October 2024 and ending 30 September 2034 an amount each year of ONE HUNDRED THOUSAND, THREE HUNDRED SEVENTY-NINE DOLLARS and 85/100 (\$100,379.85) payable in equal quarterly installments of TWENTY-FIVE THOUSAND NINETY-FOUR DOLLARS and 96/100 (\$25,094.96). The total amount shall be issued by the State.

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

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

137 CES/CC
5921 Mobility Drive
Oklahoma City, OK 73179-1099

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

- d. Any Party may request renegotiation of this Agreement if any Party require 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 Trust 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 shall provide ninety (90) day advanced written notice to the Director of Airports' and 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 and approved in writing with the Trust, by and through the Director of Airports, in advance; provided that such approval shall not be unreasonably conditioned, delayed, or cause degradation to the Government's military mission, said degradation of the Government's military mission would be determined by the Secretary of Air Force. Should there be exigent circumstances, such as war, insurrection, or degradation to the Government's military mission, then the Government would only be subject to providing the aforesaid ninety (90) day advanced written notice to the Director of Airports.

c. The Government acknowledges that the Trust 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.

- 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. AIRCRAFT RESCUE AND FIRE FIGHTING

The parties to this Agreement have entered into a separate “Agreement for Mutual Aid in Fire Emergency Services” (“Mutual Aid Agreement”), signed on 25 July 2024, which sets forth each party’s responsibilities of fire protection and crash and rescue services and the parties agree that the separate Mutual Aid Agreement remains in effect.

9. RECORDS AND BOOKS OF ACCOUNT

The Trust 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 Trust’s contractors or subcontractors engaged in the performance of and involving transactions related to this Agreement. The Trust 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 retroactively effective for a term of ten (10) years beginning October 1, 2024, and ending on September 30, 2034.

11. TERMINATION

a. This Agreement may be terminated by the Government with or without cause at any time by giving at least ninety (90) days' notice thereof in writing to the other Parties.

b. The Government, by giving written notice to the Trust, may terminate the right of the Trust 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 Trust, or any agent or representative of the Trust, 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 Trust as the Government could pursue in the event of a breach of the Agreement by the TRUST 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 Trust in providing any such gratuities to any such officer or employee.

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

12. GENERAL PROVISIONS

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

b. Assignment. The TRUST 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 TRUST 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 TRUST 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 Oklahoma, 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.

l. 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 Trust 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 TRUST shall be addressed to:

Oklahoma City Airport Trust
PO Box 59937
Oklahoma City, OK 73111

- b. Written communications to the Government shall be in duplicate with copies to the United States of America and the State of Oklahoma 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 Oklahoma:

The Adjutant General
3501 Military Circle NE
PO Box 14350
Oklahoma City, OK 73111-4398

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 missions, or Secretary of the Air Force basing decisions may require that amendment(s) be made to this Airport Joint Use Agreement.

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

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 24th day of October, 2024.

ATTEST:

Amy K. Simpson
Trust Secretary

Debra Palmer
Chairman



APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 5th day of November, 2024.

ATTEST:

Amy K. Simpson
City Clerk

[Signature]
Mayor



REVIEWED for form and legality.

Kailey Rawden
Assistant Municipal Counselor/
Attorney for the Trust

Coordinated with:

Kevin Spivey

U.S. Property & Fiscal Officer

Date: 17 OCT 2024

By:

[Signature]

The Adjutant General

Date: 17 OCT 2024

Date: 18 DEC 2024

UNITED STATES OF AMERICA

By:

[Signature]

For the Chief, National Guard Bureau

11 ~~12~~ - Airport Joint Use Agreement

MLO

EXHIBIT A – JOINTLY USED FLYING FACILITIES

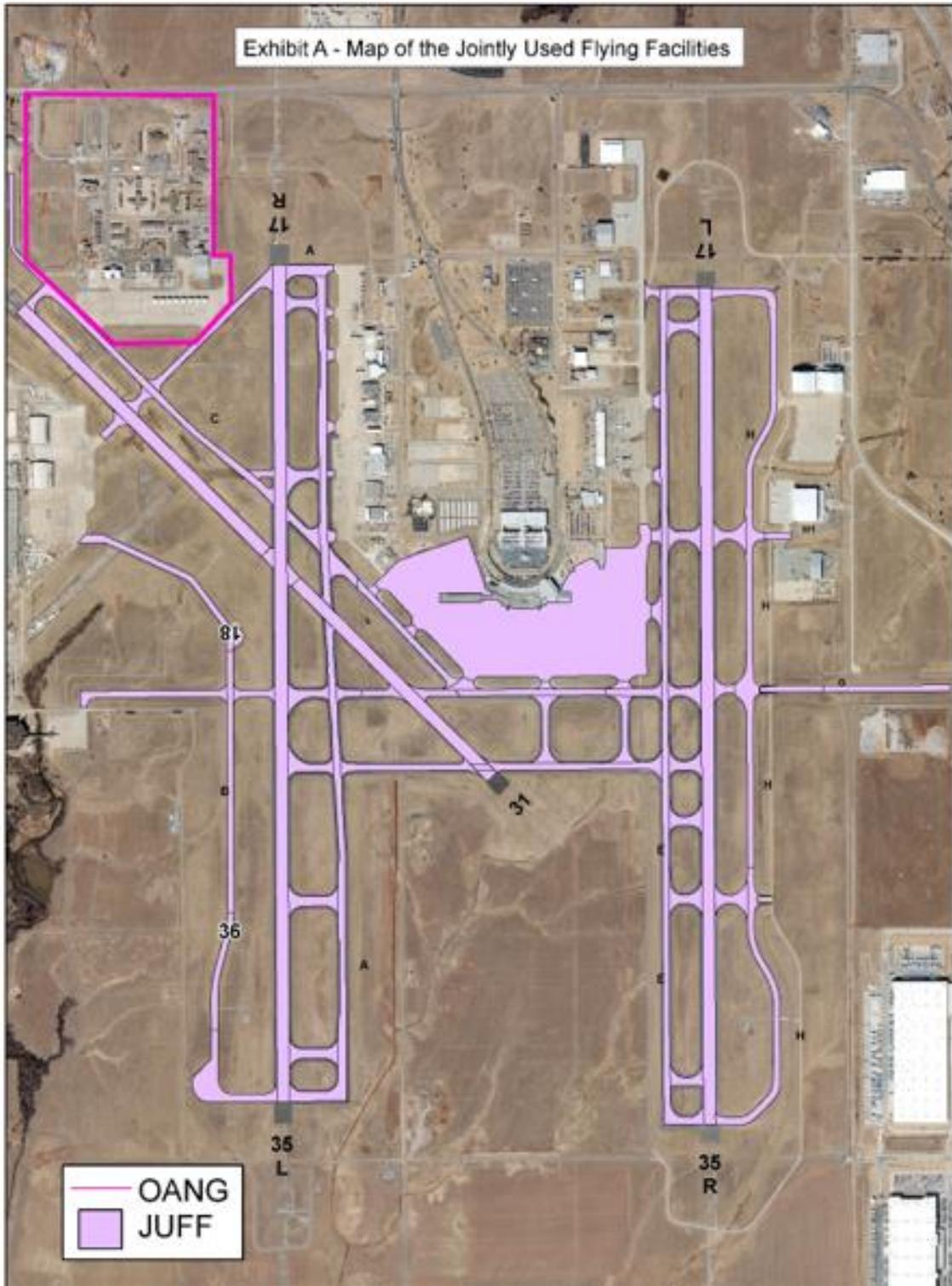


EXHIBIT B – STANDARD FORM 95

Exhibit B - Standard Form 95

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: 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).					
9. PROPERTY DAMAGE					
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).					
10. PERSONAL INJURY/WRONGFUL DEATH					
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.					
11. WITNESSES					
NAME			ADDRESS (Number, Street, City, State, and Zip Code)		
12. (See instructions on reverse) AMOUNT OF CLAIM (in dollars)					
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY		12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights).
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.					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side).				13b. PHONE NUMBER OF PERSON SIGNING FORM	14. DATE OF SIGNATURE
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS		
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. 3728).			Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.)		

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95-109

NSN 7540-00-634-4046

STANDARD FORM 95 (REV. 2/2007)
PRESCRIBED BY DEPT. OF JUSTICE
28 CFR 14.2

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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. <input type="checkbox"/> No	
16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). <input type="checkbox"/> 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.	
<p>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.</p> <p>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.</p> <p>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.</p> <p>The claim may be filed 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.</p> <p>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.</p>	<p>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.</p> <p>The amount claimed should be substantiated by competent evidence as follows:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.</p>
PRIVACY ACT NOTICE	
<p>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.</p> <p>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.</p>	<p>B. Principal Purpose: The information requested is to be used in evaluating claims.</p> <p>C. Routine Use: See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.</p> <p>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."</p>
PAPERWORK REDUCTION ACT NOTICE	
<p>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 8 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, Tort 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.</p>	

STANDARD FORM 95 REV. (2007) BACK

**EXHIBIT C – CALCULATION – PROPORTIONATE USE &
AJUA FEE – WILL ROGERS WORLD AIRPORT**

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 Will Rogers World Airport:

1. Total ANG Aircraft Operations data for all runways / Total Flight Operations at (Will Rogers World Airport) = Percentage (%) of ANG flight operations

2023 FLIGHT OPERATIONS:

Total Operations	Civilian	Total Military	Air National Guard
97,502	71,424 (73.25%)	26,078 (26.75%)	4,095 (4.20%)

B. AJUA Fee Cost Calculation for Base Year

The Government will pay for their fair-share portion of the amounts paid by Will Rogers World Airport 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 Will Rogers World 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
\$ 2,024,124.98	None applicable	4.20%

The airfield data at Attachment C.I. part A.1 reveals that, the calculation of the percentage of ANG (AF) operations was determined to be **4.20%**. At the same time, total Will Rogers World Airport expenditures for rubber removal, slab and joint repair for the JUFF for the years 2023, shown above, was **\$2,024,124.98**. Per Part B, the fair share costs for the initial year period under this agreement is [\$ 2,024,124.98x 4.20%], as the **base fee of \$85,011.50**.

C. Annual AJUA Fee Calculation

The Annual Fee is calculated with annual 3% CPI for the next 10-year total is \$1,003,798.49 (see Exhibit C.1 below). The **annual average fee is \$100,379.85**. This Annual Fee will be recalculated yearly against the posted CPI overall annual change (see Exhibit C.I. 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.I. 1. Annual AJUA Fee Calculation Example

Annual CPI	Annual Increase per CPI	Base Line AJUA Payment
		\$85,011.51
3%	\$2,550.35	\$87,561.85
3%	\$2,626.86	\$90,188.71
3%	\$2,705.66	\$92,894.37
3%	\$2,786.83	\$95,681.20
3%	\$2,870.44	\$98,551.63
3%	\$2,956.55	\$101,508.18
3%	\$3,045.25	\$104,553.43
3%	\$3,136.60	\$107,690.03
3%	\$3,230.70	\$110,920.73
3%	\$3,327.62	\$114,248.35
		\$1,003,798.49
		10-year total
		\$100,379.85
		(10year total /10 = Annual fee)
		\$25,094.96
		Quarterly payments

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

Posted change from BLS website	3.10%
Difference from negotiated CPI (of 3%)	0.10%
Calculated cost difference	\$100.38 (increase)