

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: December 20, 2022
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Zoom Video Conference

<https://us02web.zoom.us/j/81169957579?pwd=S24vNStCMm8yQkZ0UFZBeEgzQ2UxZz09>

Phone: 669 900 9128
Meeting ID: 811 6995 7579
Passcode: 146447

AGENDA

1. Call to Order

- A. Pledge of Allegiance
- B. Oath of Office
- C. Roll Call
- C. Approval of Agenda

2. Community Announcements and Public Comments on Items not on the Agenda

3. Consent Agenda (Staff recommends approval of consent items by one motion.)

- A. Minutes of the Regular Board Meeting of December 6, 2022

4. Action Items

- A. A. National Test Pilot School, Inc., Hangar 161 Assignment to NTPS Property, LLC (Counsel)
- B. Race Telecommunications, LLC – Conduit management, Access, and Use Agreement (Director of Technology)
- C. Resolution to Amend the Employee Handbook- Section 4.5 Regarding Health, Dental, and Optical Benefits (Director of Administration)

5. Director Comments on Items Not on the Agenda

6. Closed Session

A. Real Property Negotiations (Govt Code 54956.8):

Property: Hangar 78

Parties: MASP, Scaled Composites

Negotiators: CEO, legal counsel

Terms: term, rent

B. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy

C. Potential Litigation (Govt Code 54956.9): Welton v. MASP

7. Closed Session Report

Adjournment

This Agenda was posted on, December 16, 2022, by Jason Buck.

Due to the COVID-19 state of emergency, the Board of Directors will conduct this meeting via Zoom Video Conference. A physical location will not be available to the public. You may participate in the meeting by using the call-in number specified in this Notice of Meeting or access the web page above. If you wish to speak to an item on the agenda, please inform the Board Chair when he asks for public comment. The Board's normal rules for public comment apply: speakers are limited to 3 minutes per item. You may also email comments to Lynn@mojaveairport.com prior to the start of the meeting, and your comment(s) will be distributed to the directors at the meeting.

When joining the meeting via Zoom, you will need a microphone to participate in the discussion.

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at Lynn@mojaveairport.com prior to the start of the meeting.

If you need special assistance to participate in the meeting, please contact [Lynn Johansen at Lynn@mojaveairport.com](mailto:Lynn@mojaveairport.com), and the District will attempt to accommodate your need.

ADA Notice: Persons desiring disability-related accommodations should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to Lynn@mojaveairport.com

Copy of Records: Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

Public Comments: Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under "Public Comments on Items not on the Agenda," but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

MISSION STATEMENT

**FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A
PRINCIPLE FOCUS AS THE WORLD'S PREMIER CIVILIAN AEROSPACE TEST CENTER
WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY**

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON December 6, 2022.

1. CALL TO ORDER

The meeting was called to order on Tuesday December 6, 2022, at 2:00 p.m. by Director Barney.

A. Pledge of Allegiance: DOA Rawlings led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present: Balentine, Barney, Coleman, Morgan

Directors absent: None

Staff: Acting CEO Reid, Nicole Altman, DO Fuels Smith, Contracts Manager Johansen, DOF VanWey, DOA Rawlings, Carmelita Panko, Scott Nave.

Others present via Zoom: John Joyce, Allison Gatlin

C. Approval of Agenda: Upon motion by Director Balentine, seconded by Director Coleman, the Board unanimously approved the agenda.

2. Community Announcements/ Public Comments not on the Agenda

Contracts Manager Johansen commented that there is a CHP Toy Drive and Tree Giveaway on December 17, 2022.

3. Consent Agenda

Upon Motion by Director Balentine, seconded by Director Coleman, the Board unanimously approved the Consent Agenda.

A. Minutes of the Regular Board Meeting November 15, 2022

B. Check Register dated November 30, 2022: \$ 323,311.14

4. Action Items

A. AB361- Regarding Remote Meetings

After discussion, the Board did not take action on the resolution..

B. Masten – Astrobotic Lease Assignment

Counsel briefed the board on the Astrobotic Lease Assignment. After discussion, upon motion by Director Morgan, seconded by Director Balentine, the Board voted unanimously to approve the Astrobotic Lease Assignment.

C. Tisours – National Test Pilot School Assignment

Counsel briefed the Board on the National Test Pilot School lease assignment. After discussion, upon motion by Director Morgan, seconded by Director Coleman, the Board voted unanimously to approve the National Test Pilot School lease assignment.

D. Tisours – Hangar 161 Sublet Agreement with Boom

Counsel briefed the Board on the Sublet Agreement with Boom Supersonic. After discussion, upon motion by Director Morgan, seconded by Director Balentine, the Board voted unanimously to approve the Sublet Agreement.

E. Director Coleman Presentation

Director Coleman did a presentation regarding hangar development. No Action was taken.

5. Reports

A. Financials

DOA Rawlings presented the Financials to the Board.

B. Security & Public Safety

Director of Security & Public Safety Spandorf presented his report to the Board.

C. CEO/GM Report

Acting CEO Reid Presented the CEO Report.

D. Board Committee

No Current Board Committees.

6. Director Comments on Items not on the Agenda

Director Barney recommended cancelling the meeting on the 20th unless a business item arises that requires action.

7. Closed Session

A. Real Property Negotiations (Govt Code 54956.8):

Property: Hangar 78

Parties: MASP, Scaled Composites

Negotiators: CEO, legal counsel

Terms: term, rent

B. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy

C. Potential Litigation (Govt Code 54956.9): Welton v. MASP

D. Personnel Evaluation: CEO

8. Closed Session Report

In closed session, Counsel updated the Board of the status of Real Property Negotiations with Scaled Composites for Hangar 78, and the existing litigation with the Masten Space Systems Bankruptcy. The Board considered the Welton request for a late claim and unanimously voted to reject the application. The Board appointed Acting CEO Tim Reid as permanent CEO, effective immediately, with compensation to be discussed in January. No other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 4:42 p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Nave, Counsel

SUBJECT: National Test Pilot School, Inc., Hangar 161 & Land – Assignment to National Test Pilot School Property, LLC.

MEETING DATE: December 20, 2022

Background:

On December 6, 2022, the Board approved the assignment of the Tisours, LLC., fifty (50) year ground lease for Hangar 161 to the National Test Pilot School, Inc. National Test Pilot School, Inc created a separate company for lending purposes to hold title to Hangar 161 & Land. National Test Pilot School is requesting authorization to assign the lease to the new company, National Test Pilot School Property, LLC.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Assignment and authorization for CEO to execute the agreement.

ASSIGNMENT OF LEASE AND CONSENT TO ASSIGNMENT
(Flight Line Hangar 161 Mojave, CA)

THIS ASSIGNMENT OF LEASE (this “**Assignment**”) is made as of December 20, 2022 (the “**Effective Date**”), by and between **NATIONAL TEST PILOT SCHOOL**, a California not-for-profit corporation (“**Assignor**”), having an address of PO Box 658, Mojave, CA 93502, street address 1030 Flight Line, Bldg. 72, Mojave, CA 93501, and **NTPS PROPERTY, LLC**, a California limited liability company (“**Assignee**”), having an address of PO Box 658, Mojave, CA 93502, street address 1030 Flight Line, Bldg. 72, Mojave, CA 93501.

RECITALS

WHEREAS, pursuant to that certain Assignment of Lease and Consent to Assignment by Tisours, LLC to Assignor, Assignor is the Tenant under that certain Lease Agreement, dated April 15, 2008, the (“**Lease Agreement**”), by and between Mojave Air & Space Port, (formerly East Kern Airport District), located at 1434 Flight Line, Mojave, CA 9350, as Landlord (“**Landlord**”), and Tisours, LLC, as Tenant;

WHEREAS, such Lease Agreement relates to the lease of acreage consisting of approximately of 3.72 acres/144,669 square feet of land located at 1062 Flight Line, Hangar 161, Mojave, CA 93501, more particularly described on Exhibit A-1 attached hereto and made a part hereof (the “**Premises**”).

WHEREAS, Assignor desires to assign, transfer, and convey unto Assignee all of Assignor’s right, title, interest, and obligation in, to, and under the Lease Agreement and all improvements located at the Premises, and to convey all of its interest in Hangar 161 to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor does hereby assign, transfer, grant and convey unto Assignee and its successors and assigns, without representation or warranty of any kind, all of Assignor’s right, title, interest, and obligation in, to, and under the Lease Agreement and all improvements located at the Premises, including but not limited to Hangar 161, subject to all matters filed of record in the real property records in Kern County, CA. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, claims, fees, and expenses (including attorneys’ fees) arising out any defaults and liabilities of Assignor on account of acts or omissions of Assignor under the Lease Agreement arising or accruing prior to the Effective Date.
2. **Assumption**. Assignee does hereby accept Assignor’s assignment, transfer, and conveyance of the Lease Agreement and all improvements located at the Premises, including but not limited to Hangar 161, and does hereby expressly assume and agree, from

and after the Effective Date, to perform all of Assignor's obligations arising under the Lease Agreement. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, claims, fees, and expenses (including attorneys' fees) arising out any defaults and liabilities of Assignee on account of acts or omissions of Assignee under the Lease Agreement arising or accruing on or after the Effective Date.

3. **Lessor Consent and Estoppel.** Lessor hereby executes this Assignment to evidence its consent to the foregoing assignment of the Lease by Assignor to Assignee and conveyance of Hangar 161 to Assignee, provided, however that Lessor does not release Assignor from obligations under the Lease arising or accruing before the Effective Date and by its execution below, Assignor hereby affirms its liability under the Lease remaining as of the Effective Date.
4. **Miscellaneous.** This Assignment is binding on and inures to the benefit of the respective heirs, representatives and successors and assigns of the parties hereto. All parties hereto have contributed to the final form of this Assignment. Therefore, no party hereto shall be considered to be the author of this Assignment should authorship affect the interpretation of this Assignment by any tribunal. The above Recitals are hereby incorporated herein and made a part hereof. Each of the undersigned parties represents that it has full power, authority and legal right to execute and deliver this Assignment and that this Assignment has been duly executed and delivered and represents the valid and binding obligation of such party.
5. **Attorneys' Fees.** In the event of any litigation involving Assignor or Assignee to enforce any provision of this Agreement or seeking a declaration of the rights of any party under this Agreement, the prevailing party shall be entitled to recover from the other such attorneys' fees and costs as may be reasonably incurred, including the costs of reasonable investigation, preparation, and professional or expert consultation incurred by reason of such litigation.
6. **Further Acts.** Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intents and purposes of this Agreement
7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts delivered by facsimile, email/PDF, DocuSign or other electronic means that create or preserve a retrievable image of the executed counterpart shall be deemed originals for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the foregoing instrument has been executed by the undersigned as of the date first written above.

ASSIGNOR:

NATIONAL TEST PILOT SCHOOL,
a California not-for-profit corporation

By: _____

Name: Patrick J. Garman

Title: President and CEO

ASSIGNEE:

NTPS PROPERTY LLC,
a California limited liability company

By: NATIONAL TEST PILOT SCHOOL,
a California not-for-profit corporation,
Its sole Member

By: _____

Name: Patrick J. Garman

Title: President and CEO

LESSOR:

MOJAVE AIR & SPACE PORT,
a California Airport District

By: _____

Name: Tim Reid

Title: CEO

Exhibit A-1

Description of Premises
(See Attached)

**BUILDING 161 LAND LEASE
for Tisours, Inc.**

EXHIBIT "A-1"

BEING ALL THAT PORTION OF THE MOJAVE AIR AND SPACE PORT LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 11 NORTH, RANGE 12 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF COUNTY OF KERN, STATE OF CALIFORNIA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT LEASE CORNER NUMBER 50, AS SHOWN ON THE MAP OF THE LEASE AREAS FOR THE MOJAVE AIRPORT (MAP NO. 9-A2 MOJ. LE M7) ON FILE IN THE OFFICE OF THE KERN COUNTY SURVEYOR, FROM WHICH LEASE CORNER NUMBER 49, AS SHOWN ON THE AFORESAID MAP BEARS SOUTH 89°57'38" WEST A DISTANCE OF 1639.08 FEET; AND SAID LEASE CORNER NUMBER 50 BEING THE **TRUE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE NORTH 89°57'38" EAST, A DISTANCE OF 11.87 FEET;
THENCE SOUTH 0°05'34" EAST, A DISTANCE OF 394.05 FEET;
THENCE SOUTH 89°57'38" WEST, A DISTANCE OF 367.13 FEET;
THENCE NORTH 0°05'34" WEST, A DISTANCE OF 394.05 FEET;
THENCE NORTH 89°57'38" EAST, A DISTANCE OF 355.26 FEET TO SAID CORNER NUMBER 50, BEING THE **TRUE POINT OF BEGINNING OF THIS DESCRIPTION.**

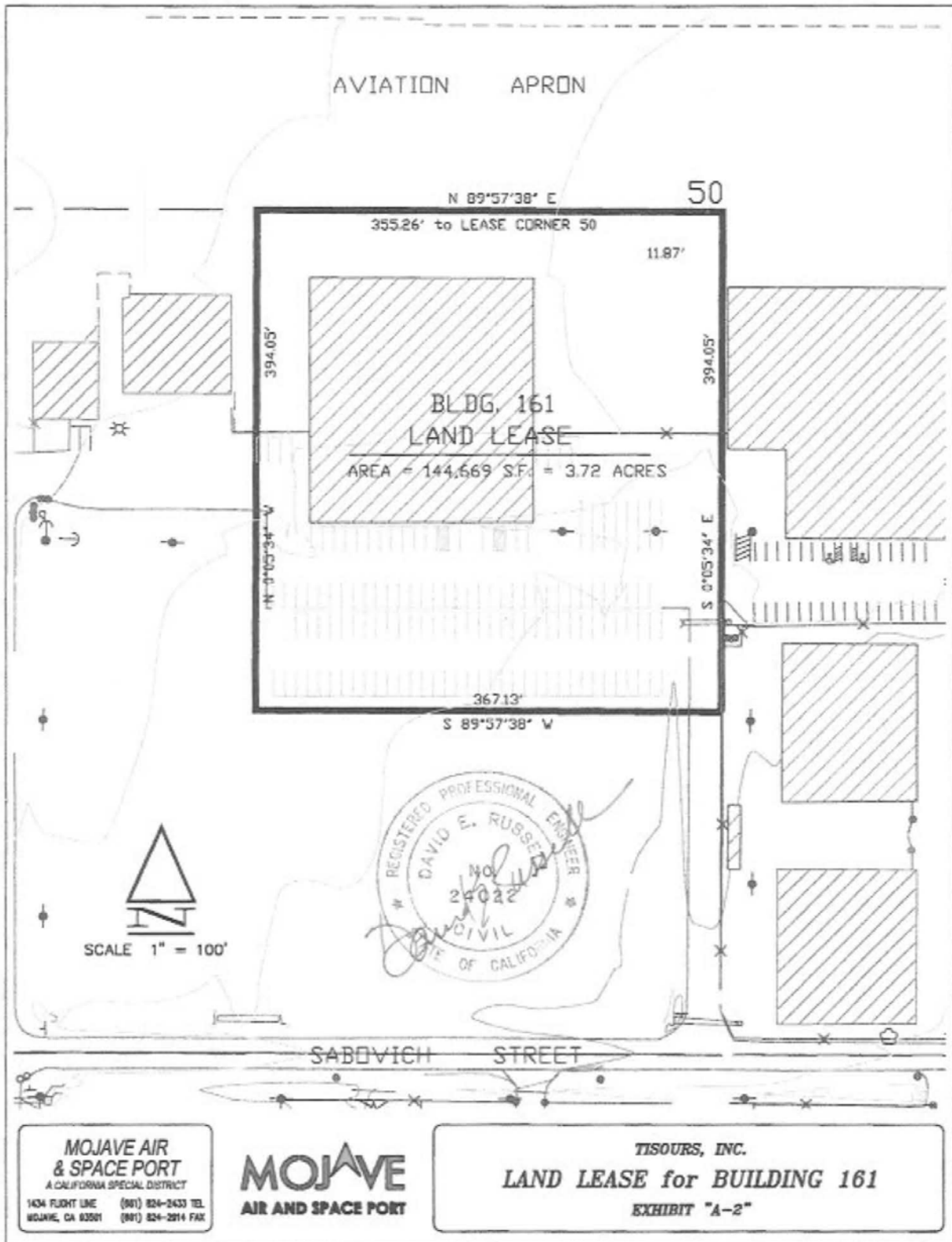
CONTAINING 144,669 SQUARE FEET or 3.72 ACRES.



DAVID E. RUSSELL, R.C.E. 24022
EXPIRES 12/31/2017



Exhibit A-2
Premises Location
(See Attached)





STAFF MEMORANDUM

TO: Board of Directors

FROM: Jason Buck, Director of Technology

SUBJECT: Conduit Management Agreement

MEETING DATE: December 20, 2022

Background:

The agreement purposed is an updated version of its preceding agreement in 2012 to have Race communication continue manage and maintain MASP's fiber optics and underground communication conduit for an additional 10 years.

Impacts:

Fiscal: None

Environmental: None

Legal: None

Recommended Action:

Staff recommends the Board approve the renewal of the conduit management agreement and Authorize CEO to execute contract.

**MOJAVE AIRPORT
CONDUIT MANAGEMENT, ACCESS AND USE AGREEMENT**

This Fiber Conduit Management, Access, and Use Agreement (“Agreement”) is entered into as of July __, 2022 (the “Effective Date”), by Mojave Air & Space Port, a California Airport District with its principal offices at 1434 Flightline, Mojave, CA 93501 (“District”), and Race Telecommunications, LLC., a California LLC organized in the state of California with its principal offices at 1325 Howard Ave #604 Burlingame, CA 94010 (“Race”). District and Race may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, in connection with the Mojave Airport, District wishes to enter into an agreement with Race (i) to manage, operate, maintain and repair the conduit and fiber owned and controlled by District deployed throughout the Airport (“Mojave Airport Conduit”), but not conduit and fiber systems owned by third parties such as AT&T and Spectrum, and (ii) manage access to and use of the Mojave Airport Conduit, future conduit paths, and other access paths (ie. Existing Poles) as needed;

WHEREAS, Race desires an exclusive right to manage, operate, maintain and repair the Mojave Airport Conduit and Fiber deployed throughout the Airport, both existing and future infrastructure, and access to use of the Mojave Airport Conduit and Fiber in order to provide the Race Telecommunications Services as permitted hereunder;

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained in this Agreement, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, District and Race hereby agree as follows:

**ARTICLE I.
CONDUIT MANAGEMENT, RACE COMMUNICATION SERVICES AND
COMMUNITY MATTERS**

1.1 **Conduit Management, Access, and Use.**

(a) Operation, Maintenance, Repair, and Management; Negotiating Access and Use. Subject to the terms of this Agreement and to the extent permitted by applicable law, Race shall be exclusively responsible for operating, maintaining, upgrading, repairing, and otherwise managing the Mojave Airport Fiber Conduit for the benefit of the Mojave Airport and its tenants that utilize the Mojave Airport Conduit system during the Term of this Agreement.

(i) General Duties for Operation, Maintenance, Repair, and Management of Mojave Airport Conduit.

A) Race shall operate, maintain, upgrade, repair, and otherwise manage the Mojave Airport Conduit in a manner that maximizes the use of, and extends the capacity of, the Mojave Airport Conduit.

B) Without limiting the foregoing, Race shall use innerduct (as commonly known in the commercial telecommunications business) wherever commercially reasonable and technically feasible, and upgrade the quality of innerduct as new technologies are developed.

C) Race shall employ, install, or otherwise upgrade the Mojave Airport Conduit with state-of-the-art technologies as such technologies are developed. Race shall periodically report to the District on available state-of-the-art technologies, but not less than annually to determine if upgrades are appropriate.

D) Race shall perform its obligations under this Agreement in a timely, safe, and workmanlike manner and in accordance in all material respects with all applicable laws and regulations. Race shall perform maintenance and repairs within 15 days of written notice from the District when reasonable. Note some maintenance and repairs can require outside engineers/contractors, permitting, and material ordering/shipping which extend the repair/maintenance window timeframe. Prior to the performance of its obligations under this Agreement, Race shall, at its own cost, obtain any governmental permits, licenses, and approvals necessary for its performance hereunder, copies of which shall be delivered to District's Liaison before commencement of such performance. District shall reasonably cooperate with Race in connection with obtaining such permits, licenses, and approvals and, at its own cost, shall obtain any governmental permits, licenses and approvals necessary for the performance of District's obligations hereunder.

E) Race shall not unreasonably disrupt, adversely affect or interfere with the Mojave Airport, any Tenant, or other Person at the Airport, and any such interference shall be promptly rectified by Race following notice from District or such Tenant or other Person.

F) District shall have the right to conduct periodic performance reviews to ensure that Race is managing the Mojave Airport Conduit in accordance with this Section 1.1(a) and otherwise complying with its obligations under this Agreement.

(b) Mapping the Mojave Airport Conduit. Race shall identify, mark and inventory the type and physical location of all as-built Mojave Airport Conduit annually.

(c) Restoration of Property. Race shall at all times and in all respects ensure that its employees, officers, partners, members, affiliates, agents and contractors conduct themselves in a professional and workmanlike manner, in conformity with the highest standard of conduct in the industry and in compliance with all of the contractual and fiduciary obligations of Race arising hereunder. Any damage or loss of any kind caused by Race or any of its employees, officers, partners, members, affiliates, agents or contractors to the premises or any equipment, facilities, or other property located within the Airport, including the property of any Tenant, shall be the sole responsibility of Race, and Race shall promptly provide for repair, restoration or replacement of any such damaged or lost premises or property, at its sole expense and to the satisfaction of District.

(d) No Liens. Each Party shall be responsible for the satisfaction or payment of its liens for any provider of work, labor, material or services claiming with respect to work, labor or materials provided, and each Party shall discharge any such liens within thirty (30) days after notice of recordation thereof by bonding, payment or otherwise. Without limiting the foregoing, the Parties agree that Race shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming with respect to work, labor or materials provided by Race or any Affiliate, subcontractor or other agent of Race in the management, access or use of the Mojave Airport Conduit. Subject to the foregoing, a Party may contest, in good faith and by appropriate proceedings, any lien to which it is allegedly subject; provided, however, that the non-contesting Party may reasonably require the contesting Party to post a bond to assure that any property of the non-contesting Party is protected from such lien during the period for which any proceedings of such contest are pending.

(e) Hazardous Substances. Race shall not place or install any Hazardous Substance on, in, above or under any portion of the Property. If a representative of Race shall discover, uncover or disturb any Hazardous Substance on, in, above or under any portion of the Property, then Race shall promptly stop any work in progress at such location and report such findings to District. Race shall not conduct any further work in such area without District's prior written approval.

1.2 Race Telecommunications Services.

(a) Provision of Communications Services by Race. During the Term of this Agreement, Race shall have the exclusive right to use of the Mojave Airport Conduit and Fiber, except that District shall continue to have the right and priority for use of the Mojave Airport Conduit and Fiber for District's Network Infrastructure Systems. Race shall offer the Race Telecommunications Services to all Tenants, except as otherwise agreed with District, though Tenants are not obligated to use the Mojave Airport Conduit or Race.

(i) Any fees billed by Race for the Race Telecommunications Services shall be included in the Commercial Fees.

(ii) District and its representatives and agents shall have no obligation to provide marketing on behalf of Race with respect to the Race

Telecommunications Services. Race shall be exclusively responsible for all the marketing of the Race Telecommunications Services.

(iii) To the extent Race offers any Race Telecommunications Services, it will do so using the standard of care expected in the industry, and it will achieve performance levels and service reliability equal to or exceeding the levels expected in the industry generally. Except as otherwise provided by applicable laws or regulations, the price charged by Race for any Race Telecommunications Service shall be commercially reasonable and competitive with the prices charged by other communications service providers in the metropolitan Los Angeles area for similar services or packages of services in similar quantities using similar technologies.

(b) Technical Support, Customer Service, Service Maintenance. Race shall be exclusively responsible for all technical support and customer care, including ordering, provisioning, billing, collections, service monitoring, service maintenance, service restoration and customer inquiries, with respect to the Race Telecommunications Services. Race shall perform this function in accordance with Section 1.3 of this Agreement, consistent with industry best practices and in a manner designed to yield high levels of customer satisfaction.

(c) Performance Reports. Race shall comply with the franchise reporting requirements applicable to Race's provision of the Race Telecommunications Services in the franchise area where the Airport is located.

1.3 Manner of Performance; Regulatory Matters. Race shall perform its obligations under this Agreement in a manner such that the Mojave Airport Conduit and Race's provision of the Race Telecommunication Services shall at all times comply in all material respects with all applicable laws, rules and regulations of any Governmental Authority, including, without limitation (a) Race's franchise agreement applicable to the provision of services in the franchise area where the Airport is located, (b) the Act and any regulations promulgated thereunder by the FCC, and (c) any other federal and state laws and regulations relating to the provision of communications services, any regulatory matter, obligation, or filing required by the FCC or the CPUC, or any other regulatory group, agency, or authority that governs, oversees, or otherwise regulates communications utilities. Race shall be exclusively responsible for managing the regulatory process to ensure that the Race Telecommunications Services and related facilities are operated in compliance with the law and in good standing at all times. This obligation shall include all rate filings, inspections, reporting, lab testing, certifications, and bonding required by any Governmental Authority or regulatory agency.

ARTICLE II.

ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 Ownership of the Mojave Airport Conduit. Without exception, the

Mojave Airport Conduit shall at all times be and remain the sole property of District, its successors, assigns and/or transferees. Race shall have no rights, licenses, title, interest or obligations regarding the Network, the Airport or the Mojave Airport Conduit except as expressly set forth in this Agreement or agreed to in a written instrument or agreement signed by District. Nothing in this Agreement shall be construed to grant or vest in Race or its Affiliates any property right, title, or interest to the Network, the Airport or the Mojave Airport Conduit.

2.2 **Liaisons**. Each of Race and District shall designate one (1) liaison (the “Liaisons”), who shall be acceptable to the other Party in its reasonable discretion, and who shall be the primary point of contact between the Parties on a day-to-day basis.

(a) The Liaisons shall, from time to time as they deem appropriate, communicate as to all aspects of the Mojave Airport Conduit, the performance of each Party’s obligations under this Agreement and the Race Telecommunications Services being provided by Race or any of its Affiliates to the Tenants, including, without limitation, with respect to the following matters:

(i) the status, mapping, and scheduling of the Mojave Airport Conduit and Fiber Optics;

(ii) maintenance, repair, replacement, upgrade plans, drawings and specifications of the Mojave Airport Conduit and Fiber Optics;

(iii) any service offerings by Race that are or will become a Race Telecommunications Service;

(iv) generic performance reports and Tenant usage reports with respect to the Mojave Airport Conduit and Fiber Optics;

(v) matters relating to Race’s obligations pursuant to Article 1 this Agreement;

(vi) matters relating to restoration of the Property, pursuant to Section 1.1(c) hereunder;

(vii) any other matter relating to the Parties’ rights and obligations under this Agreement.

(b) The Liaisons shall review, consult and make recommendations in connection with the rights and obligations of the Parties under this Agreement, and attempt to resolve disputes pursuant to Section 6.1(a) of this Agreement.

(c) The Liaisons shall hold periodic meetings at such specific times and places as shall be mutually agreeable and shall review, discuss and make necessary recommendations in connection with any matters described in this Agreement. The time and place of the first meeting of the Liaisons shall be determined within thirty (30) days after the Effective Date of this Agreement and shall be held within one calendar quarter of such Effective Date.

2.3 **Insurance.** At all times during the term of the Agreement, Race shall carry and maintain workers' compensation and general liability insurance adequate to insure fully against losses or damages to District's personnel, tenants, or property or any other contractor's personnel or property, caused by Race's activities under the Agreement. Race shall carry and maintain a commercial general liability insurance policy in the amount of \$1 million per occurrence for bodily injury and property damage and workers' compensation insurance. If requested by District, Race will furnish and deliver to District certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced above and naming District and its directors, officers, and employees as an additional insured.

2.4 **Permits, Licenses, etc.** District shall reasonably cooperate with Race in obtaining permits, consents, licenses and any other similar requirements which may be necessary for Race to operate and maintain the Mojave Airport Conduit and furnish the Race Telecommunications Services; provided, however, that District shall not be obligated to incur any out-of-pocket costs in connection with this Section 2.4.

ARTICLE III. TERM AND TERMINATION

3.1 **Term.** Subject to the termination rights set forth in Section 3.2 and Section 3.3, the initial term (the "**Initial Term**") of this Agreement shall be ten (10) years from the Effective Date. Provided Race is not in material breach at the end of the initial ten-year Term, this Agreement may be extended by mutual agreement of the Parties (a "**District Renewal Term**") (the Initial Term, together with any District Renewal Terms, the "**Term**").

3.2 **Termination.**

(a) **Termination -- General.** This Agreement may be terminated by giving written notice to the other Party within ninety (90) days of the date on which the relevant triggering event occurs:

(i) by either District or Race in the event of a Material Breach by the other Party and the breaching Party does not cure such Material Breach within fifteen (15) days after receiving written notice of such Material Breach from the non-breaching Party, unless, with the exercise of commercially reasonable efforts, it is not practicable to cure such Material Breach within such fifteen (15) day period, in which case such cure period shall be extended for a commercially reasonable period (up to an additional sixty (60) days) if the breaching Party continues to exercise commercially reasonable efforts to cure such Material Breach;

(ii) by either District or Race if there is a filing by or against the other Party of a petition to have the other Party adjudged a Chapter 7 debtor under the Bankruptcy Code (unless, in the case of a petition filed against a Party, the same is dismissed within ninety (90) days);

(iii) by District, in the event of a dispute not relating to a Material Breach that is not resolved as provided in Section 6.1(a);

(iv) by District, in the event that (A) Race loses its franchise or other necessary license to provide Race Telecommunications Services to the Property; (B) a court or Governmental Authority with jurisdiction issues a final judicial or regulatory order, as a result of which Race is prevented from complying with this Agreement; or (C) the services provided by or obligations of Race pursuant to this Agreement become inconsistent with the rules and regulations of the FCC or other applicable Governmental Authority with jurisdiction and Race cannot make such services or obligations consistent therewith through use of reasonable means; or

(v) Either Party may terminate this Agreement without cause upon 120 days written notice to the other Party.

(b) Limitations.

(i) A Material Breach shall not be grounds for termination under Section 3.2(a)(i) if such event is materially caused by or materially attributable to (A) an act, omission or representation by the non-breaching Party; or (B) a Force Majeure Event.

(ii) Notwithstanding any of the foregoing, this Agreement may be terminated in the event of a Material Breach without giving thirty(30) days' notice and opportunity to cure pursuant to Section 3.2(a)(i) if (A) the breaching Party provides written notice to the non-breaching Party that the breaching Party will not attempt to cure such Material Breach within thirty (30) days of notice of a Material Breach or (ii) the breaching Party is not diligently working to cure such Material Breach in a reasonable and good faith manner at all times during the applicable cure period.

(c) Ownership of the Network, Provision of Services upon Expiration or Termination. Upon any expiration or termination of this Agreement, the Mojave Airport Conduit shall remain the sole property of District and Race shall have no further rights or obligations under this Agreement, except for those obligations that have accrued prior to such expiration or termination or that expressly survive the expiration or termination of this Agreement.

(d) Transition Services. Upon any expiration or termination of this Agreement, District shall have the option, exercisable by delivering written notice to Race within thirty (30) days after the date of such expiration or termination, to cause Race to provide District or its Affiliates, successors, assigns, transferees, or Person or Persons as designated by District, such services as are reasonably necessary to operate, maintain, and manage access to and use of the Mojave Airport Conduit, and otherwise resume the duties of Race arising under this Agreement. Race shall provide such services at no additional cost for a period to be determined by District not to extend beyond the date which is three

(3) months after the date of expiration or termination of the Agreement. Upon exercise of such option by District, District and Race may enter into a reciprocal transition services agreement in a form reasonably acceptable to each of them.

3.3 **Survival Provisions.**

(a) The following Articles and Sections of this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years: Article I (to the extent that any definition used therein is relevant to the other provisions surviving termination), this Section 3.3, Section 3.2, Article V, and Sections 6.1, 6.2, 6.3(c), 6.4, 6.5, 6.10, 6.11 and 6.12.

ARTICLE IV. REPRESENTATIONS, WARRANTIES AND COVENANTS; LIMITATION OF LIABILITY

4.1 **Representations and Warranties of District.**

(a) Mojave Airport Conduit Rights. District represents, warrants and covenants that it has, or will obtain prior to the Effective Date, all rights, title and interest in and to the Mojave Airport Conduit.

4.2 **Representations and Warranties of Race.**

(a) Organization and Related Matters. Race is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all necessary corporate power and authority to execute, deliver and perform this Agreement. Race has all necessary corporate power and authority to own its respective properties and assets and to carry on its business as now conducted and is duly qualified to transact business and is in good standing in the State of California.

(b) Authorization; No Conflicts. The execution, delivery and performance of this Agreement and any related Agreements by Race has been duly and validly authorized by all necessary corporate action on the part of Race. This Agreement constitutes the legally valid and binding obligations of Race, enforceable against Race in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally. The execution, delivery and performance of this Agreement by Race will not (i) violate, or constitute a breach or default (whether upon lapse of time and/or the occurrence of any act or event or otherwise) under, the charter documents and bylaws of Race or any other agreement to which Race is a party, (ii) result in the imposition of any encumbrance of any kind against any of the assets or properties of Race or (iii) violate any applicable law or regulation except to the extent that any non-compliance could not be reasonably expected to have a material adverse effect on District's

or on Race's ability to perform its respective obligations contemplated by this Agreement.

4.3 **Projections Not Binding.** Except as expressly provided in this Agreement, in no event shall any projections or forecasts by either Party be binding as commitments of such Party, and any failure by either Party to achieve projections or forecasts shall not constitute a breach or other cause of action or entitle either Party to remedies.

ARTICLE V. INDEMNIFICATION

5.1 **Obligations of Race.** Race agrees to indemnify, hold harmless and defend District, its Affiliates and their respective directors, officers, partners, members, employees, agents, contractors and representatives (the "Indemnified Parties") from and against any and all claims, judgments, losses, damages, penalties, fines, expenses or liabilities incurred by any such Person, directly or indirectly, in connection with, as a result of, or based upon or arising from:

(a) any material inaccuracy in or material breach or nonperformance of any of the representations, warranties, covenants or agreements made by Race in or pursuant to this Agreement; or

(b) the Race Telecommunications Services provided by Race

5.2 **Survival of Indemnification Claim.** This Article V, and any claim made by District to Race, pursuant to Section 5.5 herein, shall survive the expiration of this Agreement for a period of five (5) years.

5.3 **Not Exclusive Remedy.** The election of any remedy under this Agreement or otherwise, shall not be deemed to preclude or otherwise limit in any way the exercise of any other rights or pursuit of other remedies for the breach of this Agreement or with respect to any misrepresentation.

5.4 **Limitation of Liability.** In no event shall District, or any of its Affiliates or any of their respective directors, officers, partners, members, employees, agents, contractors or representatives be liable for consequential, exemplary, punitive, or other special damages, including, but not limited to, damages for a loss of profits or opportunity costs, connected with or resulting from any performance or lack of performance under this Agreement regardless of whether a claim is based on contract, warranty, tort (including negligence), theory of strict liability, or any other legal or equitable principle.

5.5 **Notification; Right to Assume Defense; Duty to Cooperate.** An Indemnified Party shall promptly notify Race of any situation giving rise to any indemnification obligation of Race under this Agreement (the "Indemnification Claim"), provided that failure to give such notice shall not excuse Race of its indemnification obligations hereunder. Race may elect at any time to assume and thereafter conduct the defense of any Action subject to the Indemnification Claim with counsel of Race's choice reasonably satisfactory to the Indemnified Party and to settle or compromise any such Action; provided, however, that Race shall not approve of the entry of any judgment, or enter into any settlement or compromise, if such judgment, settlement or compromise involves any admission of liability or is otherwise materially adverse to

District or the Indemnified Party or any of its Affiliates. The Indemnified Party shall provide reasonable assistance to Race in defending the Indemnification Claim, provided that Race shall reimburse the Indemnified Party for any reasonable out-of-pocket expenses incurred while providing such assistance. If Race assumes defense of the action, the Indemnified Party shall be entitled to participate in the defense of the Indemnification Claim with its own counsel at its sole expense. If Race does not, within twenty (20) calendar days of receiving notice from the Indemnified Party of any Indemnification Claim, give notice to the Indemnified Party of its election to assume the defense of the Action or Actions subject to such Indemnification Claim and thereafter promptly assume such defense, then the Indemnified Party against which such Action or Actions has been asserted will have the right to undertake the defense, compromise or settlement of such Action or Actions and Race shall have the right to participate therein at its own cost and Race will be bound by any judicial determination made with respect to the Action or Actions subject to such Indemnification Claim or any compromise or settlement of the Action or Actions subject to such Indemnification Claim effected by the Indemnified Party.

ARTICLE VI. MISCELLANEOUS

6.1 Dispute Resolution Procedures.

(a) Controversies and Disputes Not Relating to Material Breaches. If the Parties have a controversy or dispute regarding the provision of Race Telecommunications Services under this Agreement, whether a connection is Technically Feasible, or one of the Party's performance of its obligations under this Agreement (other than a controversy or dispute relating to a Material Breach of this Agreement by Race, which shall not be subject to this Section 6.1(a) and shall be governed by Sections 3.2(a)) and such controversy or dispute is not resolved at an operational level, the Parties shall initially attempt to resolve such controversy or dispute by submitting it to the Liaisons for up to one hundred eighty days (180) days (or such longer period as is mutually agreed by the Parties) for resolution. If the Parties, through the Liaisons, are unable to reach a mutually satisfactory resolution of such controversy or dispute within such period, then the Parties shall submit such controversy or dispute to senior management representatives, which shall be designated by each of the Parties, for a period of up to thirty (30) days. If the senior management representatives are unable to resolve such controversy or dispute during this time, District may within thirty (30) days thereafter, in its sole discretion, notify Race in writing of District's desire to terminate this Agreement, pursuant to this Section 6.1(a).

6.2 **Notice.** Notices under this Agreement shall be in writing and will be deemed to have been properly given, served and received only as follows: (i) if hand-delivered by messenger, when delivered; or (ii) if delivered by a reputable overnight express courier, freight prepaid, when delivered; or (iii) if transmitted by email, when return receipt confirmation is received.

All notices to Race shall be sent to:

Race Telecommunications, LLC.
1350 Howard Ave #604
Burlingame, CA 94010
Attn: Raul Alcaraz, Chief Executive Officer
Email: raul@race.com
Facsimile: (650) 246-8901

All notices to District shall be sent to:

Mojave Air and Space Port
1434 Flightline
Mojave, CA 93501
Attn: Chief Executive Officer
(661) 824-2433

6.3 **Force Majeure.** If the performance of any of the obligations of a Party under this Agreement is materially interfered with by any reason or any circumstances not caused by any act or omission of that Party and beyond the reasonable control of such Party, including, but not limited to, fire, explosion, power failure or power surge, acts of God, earthquakes, war, revolution, civil commotion, or requirement of any government or legal body or any representative of any such government or legal body, or labor unrest, including, but not limited to, strikes, slowdowns, picketing or boycotts (a "Force Majeure Event"), then the affected Party shall be excused from performance for such period as such Party's performance is rendered impossible by such Force Majeure Event so long as such Party is diligently attempting to resume performance (but not to exceed a period of one hundred eighty (180) days). Non-performance by a Party's agent or subcontractor shall not be considered a Force Majeure Event.

6.4 **Severance.** In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by an arbitrator, court or other authority of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby in any way, and such invalid, illegal, or unenforceable provision shall be construed by limiting such provision so as to be valid, legal and enforceable to the maximum extent permitted by law and (b) the Parties shall use their commercially reasonable efforts to enter into alternative arrangements which will grant each of the Parties the same, or as nearly the same as possible, economic and other rights and obligations as were granted under the provisions of this Agreement which were held to be invalid, illegal or unenforceable.

6.5 **Entirety.** This Agreement (together with the Addenda hereto and the other agreements between the Parties referred to herein) contains the entire agreement between the Parties relating to the subject matter hereof and may not be modified, amended or changed except by a written instrument signed by all Parties.

6.6 **Addenda.** All Addenda referenced in and attached to this Agreement shall be deemed a part of this Agreement.

6.7 **Waiver.** No waiver of any right under or breach of this Agreement shall be effective unless contained in a written instrument executed by the waiving Party which expressly waives such right and no waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach, whether of the same or a different nature.

6.8 **Confidentiality.**

(a) Except as may be required by law, including the California Public Records Act, or as may be otherwise be agreed in writing by the Parties, no Party will disclose the terms and conditions hereof or any Confidential Information (as defined below) exchanged between them as a result of this Agreement, without the prior written consent of the other Parties. Notwithstanding the foregoing, any Party may disclose the terms of this Agreement or any Confidential Information to its employees, agents or professional advisors on a “need to know” basis solely for the purposes of carrying out its obligations under this Agreement. For purposes of this Agreement, “Confidential Information” means (i) all information that any Party furnishes to the other Parties on or after the date of this Agreement, which such Party designates as proprietary or confidential by use of a legend, label or similar designation, and (ii) with respect to oral information, all such information that any Party states is to be proprietary or confidential.

(b) Each Party shall treat and hold the Confidential Information in confidence and shall protect the confidentiality thereof in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information); provided, however, that no Party shall have any obligation with respect to the use or disclosure of any Confidential Information that can be established to have been: (i) known generally in the industry, publicly or to the Parties before it was furnished by another Party without fault on the part of disclosing Party; (ii) required to be disclosed by law or court order; or (iii) reasonably necessary to disclose in connection with the enforcement of a Party’s rights under this Agreement; provided, further, that prior to any disclosure of Confidential Information pursuant to clause (ii) or (iii) above, the disclosing Party shall notify the other Parties and allow such Parties a reasonable period of time to prevent the requirement of such disclosure.

(c) The obligations under this Section 6.10 shall survive the expiration or termination of this Agreement for a period of five (5) years after the expiration or termination of this Agreement.

(d) All Confidential Information which may be furnished to a Party shall continue to be the property of the Party furnishing the same.

(e) Except as expressly provided in this Agreement, no rights or licenses, express or implied, are hereby granted to any Confidential Information, including without limitation, any patents, trademarks, service marks, trade names, copyrights or trade secrets, as a result of or related to this Agreement.

6.9 **Publicity.** Except as required by law or the rules of any stock exchange (or

quotation system) on which any Party is listed (or quoted) or governmental or regulatory authority, no public announcement, circular or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of a Party without the prior written approval of the other Parties (such approval not to be unreasonably withheld or delayed); provided, however, any Party may make a public announcement regarding entering into this Agreement which shall be coordinated and approved by the other Parties. If any public announcement, circular or statement in connection with the subject matter of this Agreement is required by law or the rules of any stock exchange or governmental or regulatory authority, then the Party required to make or give such announcement, circular or statement shall give prompt and reasonable prior notice to the other Parties of, and shall consult with the other Parties regarding, the nature and substance of any such proposed announcement, circular or statement.

6.10 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of California without regard to the conflicts of law principles thereof.

6.11 **No Partnership.** The Parties acknowledge that they have no intention, and this Agreement shall in no way be construed, to form a partnership or other joint venture entity among the Parties.

6.12 **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument.

6.13 **Further Assurances.** Each of the Parties agrees to use its commercially reasonable efforts to work with each other to effect the transactions contemplated by this Agreement.

6.14 **Integration Clause.** All Addenda, schedules and exhibits are incorporated in and made part of this Agreement; in the case of any conflict between this Agreement and any Addendum, schedule or exhibit, this Agreement shall control unless the Parties have expressly agreed and stated otherwise in writing.

6.15 **Assignment.** Neither party hereto shall assign, sublet or transfer interests in this Agreement without first obtaining written consent from the other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each of the Parties as of the date first above written.

MOJAVE AIR & SPACE PORT

By: _____

Name: Tim Reid

Title: CEO

RACE TELECOMMUNICATIONS LLC,
a California limited liability corporation

By: _____

Name: _____

Title: _____

Exhibit A

Assets and Services

District receives compensation of a dedicated internet access (DIA) circuit from Race at no cost at the fastest possible speed reasonably agreed upon by both parties in return Race has access to District Conduit and Fiber.

Race will also provide campus network connections between District's buildings where Race has active equipment already in place. In District buildings where there is no active equipment or fiber, Race will install services and invoice District at then current market rates.



STAFF MEMORANDUM

TO: Board of Directors
FROM: Carrie Rawlings
SUBJECT: Employee Handbook – Section 4.5
MEETING DATE: December 20, 2022

Background:

The District has received the 2023 medical insurance rates and they have raised above the amount the District will pay for majority of employees. In order to assist employees with the growing cost of health insurance the District can update Section 4.5 Health, Dental and Optical Plan to \$838 for an employee only, \$1,591 for an employee with one dependent and \$2,041 for an employee with more than one dependent.

Impacts:

Fiscal 2022-2023: \$6,000
Environmental: None
Legal: None

Recommended Action:

Adopt the resolution to amend Section 4.5 of the Employee Handbook.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
AMENDING THE EMPLOYEE HANDBOOK
FOR MOJAVE AIR AND SPACE PORT
REGARDING HEALTH, DENTAL, AND OPTICAL BENEFITS**

Whereas, Mojave Air and Space Port (the “District”) is a California special district organized and existing pursuant to California Public Utilities Code section 22001, et seq.; and

Whereas, the District adopted an Employee Handbook on March 1, 2022 and further desires to amend the Handbook regarding health, dental, and optical benefits;

Now, therefore, be it resolved by the Board of Directors of Mojave Air and Space Port that the Employee Handbook, section 4.5, “Health, Dental, and Option Plan,” is amended as provided in Exhibit 1 attached hereto and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED on December 20, 2022.

Diane Barney, President

ATTEST:

Jimmy R. Balentine, Secretary

(SEAL)

EXHIBIT 1

“4.5 Health, Dental and Optical Plan

- a) Permanent, full-time officers and employees, including active directors, and their dependents shall be eligible for membership in the District’s group health plan. Membership shall commence at the earliest date permitted by the plan. Except for benefits provided to former employees, health plan membership shall cease at termination of employment or office holding. The District will pay up to the following amounts monthly for the cost of group health plan membership:
- (1) \$838.00 for an employee only;
 - (2) \$1,591.00 for an employee with one dependent; and
 - (3) \$2,041 for an employee with more than one dependent.

The District shall reimburse each employee for the deductible portion of the employee’s group health plan, not to exceed \$500.00 per individual or family group per year. The employee shall present written proof satisfactory to the General Manager that such costs have been incurred before such reimbursement is paid.

- b) Permanent full-time officers and employees, including directors, and their dependents shall be eligible for dental, optical, and audiology plan reimbursement after the 6 month probationary period at the start of their employment. The employee or director shall be reimbursed up to \$1,500.00 per fiscal year for dental and or optical expenses incurred by the employee, director, and each eligible dependent. Unused annual allowance may be rolled over for two years for employee, director, and each eligible dependent. The unused annual allowance must be used by the individual who rolled over the balance. The maximum balance for a family is \$10,000.

As used herein, the term "dependent" refers to an officer's or an employee's spouse and dependent unmarried children up to the age specified by federal or state law (currently, twenty-six (26) years old, dependents as defined by law for full-time students, and dependent children regardless of age who are physically or mentally incapacitated.”

4.5 Health, Dental and Optical Plan

- a) Permanent, full-time officers and employees, including active directors, and their dependents shall be eligible for membership in the District's group health plan.

Membership shall commence at the earliest date permitted by the plan. Except for benefits provided to former employees, health plan membership shall cease at termination of employment or office holding. The District will pay up to the following amounts monthly for the cost of group health plan membership:

- (1) ~~\$838783~~.00 for an employee only;
- (2) \$1,~~591487~~.00 for an employee with one dependent; and
- (3) ~~\$20414,907~~.00 for an employee with more than one dependent.

The District shall reimburse each employee for the deductible portion of the employee's group health plan, not to exceed \$500.00 per individual or family group per year. The employee shall present written proof satisfactory to the General Manager that such costs have been incurred before such reimbursement is paid.

4.5 Health, Dental and Optical Plan

- a) Permanent, full-time officers and employees, including active directors, and their dependents shall be eligible for membership in the District's group health plan.

Membership shall commence at the earliest date permitted by the plan. Except for benefits provided to former employees, health plan membership shall cease at termination of employment or office holding. The District will pay up to the following amounts monthly for the cost of group health plan membership:

- (1) \$838.00 for an employee only;
- (2) \$1,591.00 for an employee with one dependent; and
- (3) \$2041.00 for an employee with more than one dependent.

The District shall reimburse each employee for the deductible portion of the employee's group health plan, not to exceed \$500.00 per individual or family group per year. The employee shall present written proof satisfactory to the General Manager that such costs have been incurred before such reimbursement is paid.

MOJAVE

AIR & SPACE PORT AT RUTAN FIELD

Authorized Payments

BOARD MEETING: 12/20/22	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	12/8/2022	102,005.72		102,005.72
	12/16/2022			-
				-
				-
				-
EFT'S	11/30/2022	-	585,720.36	585,720.36
		102,005.72	585,720.36	687,726.08
BOD CHECK	12/6/22	63,200.00		
		30,018.20		
		45,801.07		
		41,439.22		
		28,082.00		
		70,000.00		
		44,770.65		
		323,311.14		323,311.14
VOID CHECK				
TOTAL ALL CHECKS & EFT'S				1,011,037.22

Date: Thursday, December 8, 2022
 Time: 11:10AM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 06-23 As of: 12/8/2022

Page: 1 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
062998	CK	12/8/2022	0272 Born Aviation Products, Inc.	06-23	052375	VO	0094590-IN	11/28/2022	0.00	1,144.95
062999	CK	12/8/2022	0341 Circulating Air Inc.	06-23	052379	VO	7454	11/22/2022	0.00	1,549.00
062999	CK	12/8/2022	0341 Circulating Air Inc.	06-23	052380	VO	7455	11/22/2022	0.00	949.00
Check Total										2,498.00
063000	CK	12/8/2022	0358 DELUXE	06-23	052381	VO	13213585	11/23/2022	0.00	167.42
063001	CK	12/8/2022	0479 Aramark	06-23	052369	VO	2601526310	12/2/2022	0.00	228.53
063001	CK	12/8/2022	0479 Aramark	06-23	052376	VO	2601525142	11/25/2022	0.00	80.30
063001	CK	12/8/2022	0479 Aramark	06-23	052377	VO	2601525168	11/25/2022	0.00	164.37
063001	CK	12/8/2022	0479 Aramark	06-23	052378	VO	2601525170	11/25/2022	0.00	71.45
063001	CK	12/8/2022	0479 Aramark	06-23	052415	VO	2601526283	12/2/2022	0.00	87.96
Check Total										632.61
063002	CK	12/8/2022	0539 Dana Safety Supply, Inc.	06-23	052372	VO	814264	10/4/2022	0.00	67.21
063002	CK	12/8/2022	0539 Dana Safety Supply, Inc.	06-23	052373	VO	818395	10/31/2022	0.00	2,534.65
063002	CK	12/8/2022	0539 Dana Safety Supply, Inc.	06-23	052374	VO	816479	10/18/2022	0.00	299.58
Check Total										2,901.44
063003	CK	12/8/2022	0615 Federal Express	06-23	052419	VO	796488486	12/2/2022	0.00	28.41
063004	CK	12/8/2022	0722 Freeway Smog & Auto Repair	06-23	052416	VO	3595	12/1/2022	0.00	1,344.38
063004	CK	12/8/2022	0722 Freeway Smog & Auto Repair	06-23	052417	VO	3585	12/1/2022	0.00	885.22
Check Total										2,229.60
063005	CK	12/8/2022	0751 The Gibbons Family LLC	06-23	052383	VO	INVST PMT/1122	12/7/2022	0.00	6,311.14

Date: Thursday, December 8, 2022
 Time: 11:10AM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 06-23 As of: 12/8/2022

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 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
063006	CK	12/8/2022	0825 Edward Hargroder	06-23	052418	VO	627607	12/5/2022	0.00	650.00
063007	CK	12/8/2022	0842 J. Hitchcock Riverwest	06-23	052384	VO	INVST PMT/1122	12/7/2022	0.00	4,207.43
063008	CK	12/8/2022	1031 Jake's Roofing and Coatings	06-23	052425	VO	090822/ CIP 77	9/8/2022	0.00	24,950.00
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052385	VO	17072/30212-IN	11/9/2022	0.00	340.63
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052386	VO	17083/30212-IN	11/9/2022	0.00	314.73
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052387	VO	17084/30212-IN	11/9/2022	0.00	346.09
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052388	VO	17085/30212-IN	11/9/2022	0.00	337.43
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052389	VO	17086/30212-IN	11/9/2022	0.00	345.70
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052390	VO	170681122	12/7/2022	0.00	8.12
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052391	VO	170681054	11/3/2022	0.00	127.02
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052392	VO	170681354	11/7/2022	0.00	8.70
063009	CK	12/8/2022	1103 KERN COUNTY DEPT.	06-23	052393	VO	170681069	11/4/2022	0.00	93.96
									Check Total	1,922.38
063010	CK	12/8/2022	1106 Elmer F. Karpe, Inc.	06-23	052382	VO	INVST PMT 1122	12/7/2022	0.00	10,518.56
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052394	VO	974608	11/30/2022	0.00	119.04
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052395	VO	974523	11/28/2022	0.00	324.81
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052396	AD	974524	11/28/2022	0.00	-57.92
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052397	VO	974666	11/30/2022	0.00	141.41
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052398	VO	974667	11/30/2022	0.00	141.41

Date: Thursday, December 8, 2022
 Time: 11:10AM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 06-23 As of: 12/8/2022

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 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
063011	CK	12/8/2022	1161 Kern Auto Parts Inc	06-23	052399	VO	974612	11/30/2022	0.00	5.89
Check Total										674.64
063012	CK	12/8/2022	1200 L & L Construction	06-23	052426	VO	WE 11.6.22	11/6/2022	0.00	1,227.50
063012	CK	12/8/2022	1200 L & L Construction	06-23	052427	VO	WE 11.13.22	11/13/2022	0.00	1,863.00
063012	CK	12/8/2022	1200 L & L Construction	06-23	052428	VO	WE 11.20.22	11/20/2022	0.00	1,710.87
Check Total										4,801.37
063013	CK	12/8/2022	1372 Mojave Public Utility District	06-23	052400	VO	6072-003/1122	11/30/2022	0.00	680.76
063013	CK	12/8/2022	1372 Mojave Public Utility District	06-23	052401	VO	6072001/1122	11/30/2022	0.00	8,006.69
063013	CK	12/8/2022	1372 Mojave Public Utility District	06-23	052402	VO	6072000/1122	11/30/2022	0.00	97.58
063013	CK	12/8/2022	1372 Mojave Public Utility District	06-23	052403	VO	6072002/1122	11/30/2022	0.00	220.16
Check Total										9,005.19
063014	CK	12/8/2022	1436 Porter Concrete Construction	06-23	052404	VO	4828	11/13/2022	0.00	2,278.00
063015	CK	12/8/2022	1800 Ramos Strong Inc	06-23	052405	VO	0380786	11/16/2022	0.00	2,500.30
063015	CK	12/8/2022	1800 Ramos Strong Inc	06-23	052413	VO	0381401	11/30/2022	0.00	2,887.33
Check Total										5,387.63
063016	CK	12/8/2022	1803 Race Telecommunications, Inc.	06-23	052420	VO	RC784388	12/1/2022	0.00	846.08
063016	CK	12/8/2022	1803 Race Telecommunications, Inc.	06-23	052421	VO	RC784702	12/1/2022	0.00	537.74
Check Total										1,383.82
063017	CK	12/8/2022	1897 Southern California Fleet Service	06-23	052408	VO	HP17326	11/30/2022	0.00	11,398.02
063018	CK	12/8/2022	1950 Society of Exp. Test Pilots	06-23	052429	VO	60905	1/1/2023	0.00	500.00
063019	CK	12/8/2022	1952 Southern California Edison	06-23	052328	VO	196090594/1122	11/17/2022	0.00	111.20

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 User: CPANKO

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 Period: 06-23 As of: 12/8/2022

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
063020	CK	12/8/2022	2006 Sierra Rail Services	06-23		052370	VO	221209	9/19/2022	0.00	592.20
063020	CK	12/8/2022	2006 Sierra Rail Services	06-23		052371	VO	221210	12/1/2022	0.00	592.20
063020	CK	12/8/2022	2006 Sierra Rail Services	06-23		052407	VO	221211	12/2/2022	0.00	592.20
Check Total											1,776.60
063021	CK	12/8/2022	2014 Sharper Landscaping Services	06-23		052411	VO	6317	12/1/2022	0.00	2,400.00
063022	CK	12/8/2022	2041 South Street Digital, Inc.	06-23		052406	VO	14696	11/29/2022	0.00	542.51
063023	CK	12/8/2022	2045 Shreds Unlimited Inc	06-23		052422	VO	21998/1222	12/5/2022	0.00	40.00
063024	CK	12/8/2022	2096 TRAUB LIEBERMAN	06-23		052409	VO	385796	5/31/2022	0.00	1,017.50
063025	CK	12/8/2022	2219 Verizon Connect Fleet USA	06-23		052414	VO	33708/1222	12/1/2022	0.00	1,179.75
063026	CK	12/8/2022	2450 Xerox Corporation	06-23		052412	VO	017683239	12/1/2022	0.00	149.55
063027	CK	12/8/2022	3031 Floyd Vanwey	06-23		052410	VO	111122/BOOT	11/11/2022	0.00	250.00
063028	CK	12/8/2022	3038 Timothy Reid	06-23		052423	VO	112922/PER DIEM	12/4/2022	0.00	615.75
063028	CK	12/8/2022	3038 Timothy Reid	06-23		052424	VO	120722/PER DIEM	12/4/2022	0.00	332.25
Check Total											948.00

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 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Check Count: 31

Acct Sub Total: 102,005.72

Check Type	Count	Amount Paid
Regular	31	102,005.72
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	31	102,005.72

Company Disc Total	0.00	Company Total	102,005.72
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AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers December 1 through December 15, 2022

Date		Amount
12/1/2022	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$629.00
12/2/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$55,833.33
12/2/2022	ACH DEBIT MTOT DISC BANKCARD	\$121.45
12/2/2022	CHARGES & FEES, ACH PER BATCH FEE	\$5.00
12/7/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$38,493.29
12/7/2022	WIRE TRANSFER FEE	\$15.00
12/8/2022	ACH DEBIT PAYROLL PAYCHEX-RCX	\$65,036.79
12/8/2022	ACH DEBIT 1800 CALPERS	\$53,865.85
12/8/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$30,903.39
12/8/2022	ACH DEBIT 3100 CALPERS	\$9,448.64
12/8/2022	ACH DEBIT 3100 CALPERS	\$9,336.29
12/8/2022	ACH DEBIT 3100 CALPERS	\$9,318.77
12/8/2022	ACH DEBIT 1800 CALPERS	\$7,062.25
12/8/2022	ACH DEBIT 3100 CALPERS	\$3,451.87
12/8/2022	ACH DEBIT 3100 CALPERS	\$3,451.87
12/8/2022	ACH DEBIT 3100 CALPERS	\$3,451.87
12/8/2022	ACH DEBIT 3100 CALPERS	\$3,451.87
12/8/2022	ACH DEBIT GARNISH PAYCHEX	\$48.96
12/8/2022	ACH DEBIT CLOVER APP CLOVER APP MRKT	\$44.95
12/9/2022	ACH DEBIT TAXES PAYCHEX TPS	\$12,290.15
12/9/2022	ACH DEBIT PAYABLES Mojave Air-Space	\$6,609.50
12/9/2022	ACH DEBIT INVOICE PAYCHEX	\$263.60
12/9/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/9/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/9/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/9/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/9/2022	CHARGES & FEES, ACH PER BATCH FEE	\$5.00
12/12/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$17,427.25
12/12/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/12/2022	ACH DEBIT INVESTMENT DSTRS	\$250.00
12/13/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$31,063.01
12/13/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$6,248.35
12/13/2022	WIRE TRANSFER FEE	\$15.00
12/13/2022	ACH DEBIT EFTTRANSFE AVFUEL	\$31,063.01
12/13/2022	ACH DEBIT ACH PMT AMEX EPAYMENT	\$6,248.35
12/13/2022	WIRE TRANSFER FEE	\$15.00
12/16/2022	MEMO DEBIT : PAYCHEX-HRS	\$144.75
	Total	\$403,411.54