

NON-REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER'S WALLOPS FLIGHT FACILITY
AND
ACCOMACK COUNTY VIRGINIA
FOR
JOINT EMERGENCY PLANNING, RESPONSE, AND MANAGEMENT ACTIVITIES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Goddard Space Flight Center, located at Wallops Island, VA 23337 (hereinafter referred to as "NASA GSFC," "GSFC," "NASA WFF", "WFF", or "NASA") and the County of Accomack, located at 23296 Courthouse Avenue, Suite 203, Accomac, Virginia 23301 (hereinafter referred to as "Partner" or "Accomack County", or "County"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties." The Reciprocal Fire Protection Act, 42 U.S.C. § 1856a, authorizes fire departments and fire protection agencies of the Federal Government, including NASA, to enter into arrangements to provide assistance outside their respective jurisdictions for fire protection and response in case of emergencies. In addition, under the National Aeronautics and Space Act, 51 U.S.C. § 20113(f), authorizes NASA to use, with their consent, the services, equipment, personnel, and facilities of Federal and other agencies with or without reimbursement, and on a similar basis to cooperate with other public and private agencies and instrumentalities in the use of services, equipment, and facilities.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to establish an arrangement between NASA WFF and Accomack County to provide mutual assistance for fires and other types of emergencies as detailed below. The scope of this Agreement includes mutual assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the scope of services provided by fire departments. Specifically, this Agreement addresses the parties' desire to jointly plan, respond to, and manage emergency response activities during times of man-made and natural disasters as well as to provide for mutual aid responses for emergency services that will assist in ensuring protection of life and property. Man-made disasters could include either NASA or NASA tenant mission activities with potential impacts that extend beyond WFF boundaries, or other man-made disasters. Natural disasters include but are not limited to hurricanes, storms, or floods. Emergency services for mutual aid services include firefighting, rescue, Haz-mat, emergency medical services (advanced life support (ALS)/basic life support (BLS)), and emergency management. It is understood that no Party to this Agreement by the execution of said Agreement or by

the requesting or providing of assistance under this Agreement has assumed any obligation or binding legal responsibility to provide the resources not otherwise required.

ARTICLE 3. RESPONSIBILITIES

A. Accomack County will use reasonable efforts to:

1. Work with NASA WFF to plan for and manage potential public safety issues associated with mission or other man-made activities which have the potential for emergency response and management activities beyond the boundaries of the WFF. The boundaries of WFF include those surrounding the WFF Main Base, the Wallops Mainland, and Wallops Island. Among other things, this collaborative work may include planning meetings, and drills.

2. Participate in pre-launch planning and coordination meetings with WFF prior to major launches at WFF.

3. Respond to requests for mutual aid made by the WFF dispatch center or an on-scene NASA incident commander at an emergency or event. A County representative shall determine the amount and type of equipment and number of personnel to be furnished. The expectation is that County resources will not be requested unless the resources are essential for the nature of the emergency or event, and not due to expediency or other discretionary reasons.

4. Request mutual aid from NASA through the Accomack County or Chincoteague 9-1-1 center to the WFF dispatch center. A request for aid shall include the amount and type of equipment needed, personnel needed, and shall specify the location where assistance is required.

5. Release the WFF mutual aid response organization when the services requested are no longer required. Additionally, the WFF mutual aid resources responding may be recalled by WFF dispatch when needed for emergency response on the WFF. Notice of recall will be provided to the on-scene incident commander.

6. Request an emergency shelter of last resort, located at Building D-10, Wallops Flight Facility main base. Accomack County shall be completely responsible for all emergency shelter operations, if provided. Therefore, at a minimum, the County will be responsible for security/law enforcement, health and safety, documentation and control, and escort and removal of all personnel from the WFF at the earliest safe opportunity.

B. NASA will use reasonable efforts to:

1. Notify the County emergency management office when a planned mission or other WFF man-made activities have the potential for emergency response and management

activities beyond the boundaries of the WFF to protect the safety of the public. The boundaries of the WFF include those surrounding the WFF Main Base, the Wallops Mainland, and Wallops Island.

2. Participate in pre-launch planning and coordination meetings with the County prior to major launches at WFF.

3. Participate in recovery and any post emergency management briefings or meetings with the County.

4. Respond to requests for mutual aid made by the Accomack County or Chincoteague 9-1-1 center or an on-scene incident commander at the emergency or event. A WFF representative shall determine the amount and type of equipment and number of personnel to be furnished. The expectation is that WFF resources will not be called in unless the resources are essential for the nature of the emergency, and not due to expediency or other discretionary reasons.

5. Request mutual aid from the WFF dispatch center to Accomack County or Chincoteague 9-1-1 center. Requests for aid shall include the amount and type of equipment needed, personnel needed, and shall specify the location where assistance is required.

6. Release the County mutual aid response organization when the services requested are no longer required or when the County resources responding are needed within the area for which it normally provides services. In that case, the County resources may be recalled by the County with immediate notification to the NASA on-scene incident commander.

7. Respond to an Accomack County emergency request to provide a shelter of last resort, at the sole discretion of NASA, and under the terms and conditions specified by NASA for the specific emergency.

C. Direction and control of resources:

Depending on the nature of the emergency, the resources of the Party providing assistance may be under the direction and control of the Party requesting assistance. In proceeding to and returning from the emergency scene, the Party providing assistance shall be considered to be an independent contractor for all purposes, and not under the direction and control of the Party requesting assistance. In no event shall the employees, agents or representatives, whether during or after the arrival at an emergency scene or during or after the departure therefrom, of one Party be in any way considered the employees, agents, or representatives of another Party; and nothing contained in this Mutual Aid Agreement in any way creates a relationship between or among the parties as principal and agent, master and servant, employer and employee, or like similar relationship.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

Annual Pre-Hurricane Season Planning Meeting	3 rd Quarter each Federal Fiscal Year
Pre-Launch Planning and Coordination Meeting	Prior to Major Launches

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and

subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

C. This cross-waiver extends to liability for environmental cleanup and remediation costs arising from, or related to, activities conducted under this Agreement, to include activities involving the use of Aqueous Film Forming Foam (AFFF). The party receiving assistance shall be responsible for all liability, cleanup and costs, and any required remediation to applicable federal or state standards.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 12. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may

employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

ARTICLE 16. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing ninety (90) calendar days written notice to the other Party.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 18. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Technical Points of Contact:

NASA Wallops Flight Facility
Brenden J. Kettner
Emergency Management Coordinator
Phone: 757-824-1985
Brenden.j.kettner@nasa.gov

Accomack County Department of Public Safety
C. Ray Pruitt
Director
Phone: 757-789-3610
cpruitt@co.accomack.va.us

Business Points of Contact:

NASA Wallops Flight Facility
Stephanie B. Bailey
Agreement Manager
Phone: 757-824-1426
Stephanie.b.bailey@nasa.gov

Accomack County Department of Public Safety
C. Ray Pruitt
Director
Phone: 757-789-3610
cpruitt@co.accomack.va.us

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed

by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 20. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 21. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 22. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 23. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 24. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 25. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
GODDARD SPACE FLIGHT
CENTER/WALLOPS FLIGHT
FACILITY

ACCOMACK COUNTY
DEPARTMENT OF PUBLIC
SAFETY

BY: _____
David A. Reth
Director, Management Operations

BY: _____
Michael Mason
Administrator, Accomack County

DATE: _____

DATE: _____