

**MEMORANDUM OF AGREEMENT
(MOA)**

for

AIR TRAFFIC CONTROL AND MAINTENANCE SERVICES

at

MOFFETT FEDERAL AIRFIELD, NASA AMES RESEARCH CENTER

INTRODUCTION

This Memorandum of Agreement (Agreement) delineates the scope and nature of the agreement between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA), acting by and through the NASA Ames Research Center ("NASA ARC"), and the CALIFORNIA AIR NATIONAL GUARD ("CA ANG"), for provision of Air Traffic Control and Maintenance (ATC&M) services for Moffett Federal Airfield (MFA), part of the NASA Ames Research Center, Moffett Field, California, by the ANG 129th Rescue Wing (129 RQW). Following transfer in 1994 from the Navy to NASA, MFA remains a Federal facility for joint use by NASA, DOD, and other Government and State agencies and contractors. For purposes of this MOA, all actions of the ANG or ANG-sponsored occupants will be considered actions of the CA ANG, and the term CA ANG will include, as applicable, the ANG. NASA ARC and CA ANG will be known collectively as the Parties to this Agreement.

PURPOSE

The purpose of this Agreement is to define the scope of work required for the provision of ATC&M services.

AIRFIELD DESCRIPTION

Moffett Federal Airfield (MFA), California is located 27 nautical miles southeast of San Francisco International Airport and 6 nautical miles northwest of San Jose International Airport.

RESPONSIBILITIES

During the Term, CA ANG will pay to Landlord the amount of \$ 1.275M (FY 2009 Dollars) annually as consideration for use of Moffett Federal Airfield, subject to annual escalation for inflation. In lieu of a cash payment, the CA ANG has elected to provide at no cost to Landlord the Air Traffic Control and Maintenance functions on a 16/7 basis. The baseline service level is that of the current FY08 staffing and service level (10 WYEs) plus maintenance costs. (See Exhibit A which outlines the particulars.) The Parties agree that the roles and responsibilities of the Parties, such as governance, investments, repairs and funding require interactive and open communications, with emphasis on early, up-front discussions. Examples of areas of interest include: equipment or repairs needed for the Tower cab and co-located Building 158 ATC

infrastructure; NAVAIDS such as the TACAN/DME, ILS; signage, lighting, CA ANG Ramp sweeping, Taxiway and tongue maintenance, wildlife management/BASH; major Construction of Facilities projects defined as a discrete Construction of Facilities (CofF) greater than \$500K (such as Runway 32R Joint Seals or Hangar 3 doors). The Parties agree that the Landlord will maintain the airfield in accordance with objective standards as delineated in NASA Procedural Requirement (NPR) 7900.3B, NASA Aircraft Operations Management, and NASA Ames Aviation Management Office Documents. (See Exhibits B-1.1/B-1.2). Upgrades, changes or improvements above the needs of one of the Parties are to be discussed before implementation to determine the funding source. Cost sharing is envisioned on a case by case basis. Requirements to meet the ANG mission should be funded by the ANG. Requirements to meet the NASA Ames mission should be funded by NASA Ames. Requirements which are needed by both should be cost shared. An approach to frame any future increase/decrease in ANG Airfield Utilization needs to be developed to ensure an appropriate amount of cash or in-kind services. This should be done prior to commencing the activity in order to adjust the operating budgets.

GENERAL

This Agreement will be executed concurrently with that certain PERMIT TO THE UNITED STATES AIR FORCE FROM THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, AMES RESEARCH CENTER, REGARDING THE CALIFORNIA AIR NATIONAL GUARD 129TH RESCUE WING CANTONMENT AREA AND RELATED FACILITIES, SAA2-402604. This Agreement is binding upon signature by both parties and will run for the same period of time as the PERMIT. Termination of the PERMIT for any reason as provided within the PERMIT will result in automatic termination of this Agreement at the same time.

This Agreement may be terminated by either Party under the same conditions as provided in the PERMIT in Condition 3, "Default and Termination" and Condition 3 is hereby incorporated by reference into this Agreement. Termination of this Agreement will not, in and of itself, cause termination of the Lease.

METHOD OF REIMBURSEMENT

In lieu of a cash payment, the CA ANG has elected to provide at no cost to Landlord the Air Traffic Control and Maintenance functions. These services are provided NASA in exchange for non-exclusive use of MFA by the 129th RQW.

New airfield requirements directly benefitting the CA ANG may be reimbursed in cash or in-kind services as NASA determines.


LIABILITY AND MISHAP INVESTIGATION

Article 7 of the PERMIT, "Compliance with Applicable Laws and Allocation of Liability," is hereby incorporated by reference into this Agreement.

SIGNATURES

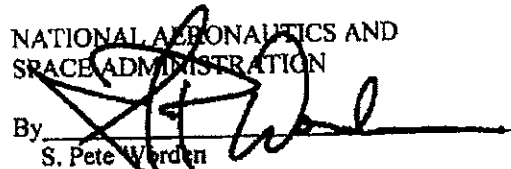
IN WITNESS WHEREOF, NASA and NGB have executed this Lease as of the date first set forth above.

UNITED STATES AIR FORCE


By 
Amos Bagdasarian, Colonel, USAF
Commander, 129th Rescue Wing

Dated: 10 NOV, 2009

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

By 
S. Pete Worden
Director, Ames Research Center

Dated: Sept 30, 2009

 10 Nov '09
CHARLES E. BOURBEAU
Colonel, NGB
USPFO for California