

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. DEPARTMENT OF THE NAVY - ENGINEERING FIELD ACTIVITY WEST
NAVAL FACILITIES ENGINEERING COMMAND
AND
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AMES RESEARCH
CENTER
REGARDING INSTITUTIONAL CONTROLS AT OPERABLE UNITS ONE AND
FIVE
MOFFETT FIELD, CALIFORNIA

The purpose of this Memorandum of Agreement (MOA) is to document the major points of agreement which the National Aeronautics and Space Administration Ames Research Center (NASA ARC) will use in implementing the institutional controls that are required in the *Moffett Federal Airfield Final Operable Units 1 and 5 Record of Decisions* (Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act), dated August 1, 1997 and June 28, 1996, respectively.

I. BACKGROUND

The Operable Unit 1 (OU1) Record of Decision (ROD) selected remedy includes the following:

The OU1 remedy also includes institutional controls. These controls include restrictions on cap disturbances and O&M of the Building 191 pump station and drain/subdrain system. O&M of the pump station was included as a component of the remedy to prevent potential flooding of OU1. The necessity of these restrictions and actions will be noted in the land use planning documents and real property records. The Navy will resolve any issues with NASA regarding the process to develop appropriate restrictive provisions to ensure continued O&M of the Building 191 pump station and to maintain the integrity of the Site 1 cap. The Navy will enter into an agreement with NASA or develop necessary restrictive provisions within 1 year of the date of this ROD. In the event of a future conveyance of the property, the necessity of pump station O&M and use restrictions at Site 1, will be addressed by appropriate notices and land use covenants; however, subsequent landowners may propose remedy modifications to the Navy and, if appropriate, the remedy may be modified in accordance with CERCLA Section 120 and the NCP.

In addition, the Operable Unit 5 (OU5) ROD selected remedy states:

The continued operation of Building 191, the pump station, is necessary for successful implementation of the OU5 cleanup (and for continued runway operation) and is therefore considered part of the selected OU5 pump and

treat remedy. Without its operation, flooding of the northern end of the runways and surrounding area, including portions of the golf course, which overlie the OU5 east side aquifers, will occur during the rainy season. Therefore, the Building 191 pump station is a component of the groundwater remedy and must remain operational. The necessity of continued operation and maintenance of the pump station will be noted in the Master Plan for the government's land uses. (OU5 ROD, page 45)

II. BUILDING 191 PUMP STATION OPERATION AND MAINTENANCE (O&M)

NASA agrees to maintain the Building 191 pump station and drain/subdrain system as long as NASA either owns the property or maintains operational control over the site. This restriction will be recorded in NASA's *Environmental Resources Document*. Furthermore, in the event of a future conveyance of the property, NASA will notify subsequent landowners of this restriction by appropriate notices and land use restrictions.

III. SITE 1 LANDFILL CAP

NASA agrees to not undertake any activities that would compromise the integrity of the landfill cap at Site 1. This restriction will be recorded in NASA's *Environmental Resources Document*. Furthermore, in the event of a future conveyance of the property, NASA will notify subsequent landowners of these restrictions in land use.

Navy agrees to conduct any required ongoing maintenance needed to maintain the integrity of the landfill cap at Site 1.

IV. FUNDING

Any requirement for the payment or obligation of funds by the Navy or by NASA pursuant to this MOA shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. This MOA shall take effect on the later date appearing under the signature below.

V. MODIFICATION

This agreement can be modified at any time by mutual agreement of the parties.

On behalf of NASA:

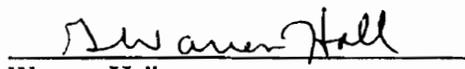

Jana Coleman
Director, Center Operations
NASA Ames Research Center

Date 11-15-99

On behalf of Navy:


Stephen Chao
BRAC Environmental Coordinator
Moffett Federal Airfield

Date 10/13/99


Warren Hall
Director, Safety, Environmental and Mission Assurance
Ames Research Center

Date 10/28/99