

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF THE NAVY

AND

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

REGARDING MOFFETT FIELD, CALIFORNIA

The purpose of this Memorandum of Understanding (MOU) is to document the major points of agreement which the Department of the Navy (Navy) and the National Aeronautics and Space Administration (NASA) will use in implementing the recommendation of the Defense Base Closure and Realignment Commission regarding the future of NAS Moffett Field, California (NASMF) and its Auxiliary Landing Field at Crow's Landing, California (ALFCL). The points of agreement are:

I. GENERAL.

NASMF and ALFCL will be retained as Federal facilities for joint use by NASA, the Department of Defense (DOD), and other federal entities.

II. TRANSFER WITHOUT COST.

The Department of the Navy and NASA agree to jointly pursue Office of Management and Budget approval of a no-cost transfer of all land, buildings, facilities, infrastructure and other property (see real estate summary maps, Attachment A) associated with NASMF and ALFCL, excluding the base family housing and related community support facilities (described in III below), and the seven-acre former housing area in South Sunnyvale known

as NAVAIR Manor. NASA shall become the Federal host agency to all other users (resident Federal agencies and other tenants). In the event a no-cost transfer cannot be accomplished, this MOU will cease to be operative.

### III. HOUSING AREAS AND BUFFER ZONE.

A. Those portions of NASMF occupied by base family housing and related community support facilities will remain with the Department of Defense with the Department of the Air Force as the DOD housing agency. (see real estate summary maps, Attachment B). The family housing areas are: (1) all of the housing within the current security perimeter of NASMF, and (2) the portion referred to as Orion Park, which is outside of the security perimeter and along and west of Parsons Avenue, alongside of the NASA Ames Research Center. Related community support facilities include the medical and dental clinics, the family support center, the administrative facility for the family housing office, the child care center, the teen center, the chapel, the tennis courts and the pool. If and when any or all of the housing or community support facilities are no longer needed by DOD, DOD agrees to support, in accordance with existing laws and regulations, a no-cost transfer of such facilities to NASA in order to retain the use of these facilities as a buffer area for the noise and vibration from NASA's wind tunnels and other operations.

B. A third housing area, which is physically separate from NASMF, located roughly one-half mile to the west at the

intersection of Middlefield Road and Moffett Blvd., will remain with the Department of Defense. If and when this area is no longer needed by DOD, DOD will dispose of it pursuant to law and regulations, as this housing area is not needed as a buffer for NASA operations.

#### IV. ENVIRONMENTAL LIABILITY.

A. In accordance with the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, sections 2901 et seq.; the Defense Environmental Restoration Program, 10 U.S.C. 2701 et seq.; and the Federal Facility Agreement (FFA) executed on August 8, 1989, between the Department of the Navy, the United States Environmental Protection Agency, Region IX (EPA), the California Department of Health Services, and the California Regional Water Quality Control Board, and any amendments thereto, the Navy retains complete responsibility for compliance with all terms and provisions of the FFA and all other environmental restoration or remediation requirements and regulations arising out of or related to the activities of the Navy or its contractors or subcontractors associated with the NASMF and associated with ALFCL.

B. It is explicitly understood that NASA is not a party to the FFA and is not responsible for the obligations of that Agreement. The Navy retains complete responsibility for accomplishing the obligations of the FFA. In addition, pursuant to, and to the extent required by the statutory authority cited above, the Navy retains complete responsibility for all actions above, the Navy retains complete responsibility for the actions

related to the environmental restoration or remediation of any pollutant, contaminant or hazardous substance, including petroleum products, existing on or migrating from the NASMF, or existing on or migrating from ALFCL, regardless of whether such pollutant, contaminant or hazardous substance, including petroleum products, originated at the NASMF or at ALFCL or migrated thereto from another site, and regardless of whether such restoration or remediation is specifically required by the FFA. NASA, its tenants, occupants and successors in interest retain full responsibility for the restoration or remediation of any release of hazardous substance, pollutant or contaminant, including petroleum products, including any liability resulting therefrom, which results from or was caused by NASA, its tenants, occupants, or successors in interest, regardless of whether the release occurred before or after the transfer of NASMF and ALFCL.

C. In addition, the Navy retains full responsibility for all environmental requirements and regulations arising out of or related to the activities of the Navy, or its contractors or subcontractors, associated with the NASMF or ALFCL. Such responsibilities shall include but not be limited to:

1. the repair or replacement of any leaking PCB transformer, and the remediation of any leaks;
2. the removal or closure of underground storage tanks and the remediation of any contamination from any underground storage tank;

Exceptions:

(a) Those systems required by NASA to remain in service.

(b) All underground storage tanks owned and operated by the California Air National Guard are to remain in service.

(c) Existing aircraft fuel system tanks required by NASA and its tenants will remain in service until a new fuel system is installed, but in no case later than 1998. Remediation will commence by the Navy at that time. (see paragraph 7).

3. the identification of all asbestos materials; the remediation of any friable asbestos will be accomplished in accordance with then-existing standards.

4. the remediation of any soil contamination resulting from prior use of lead paints;

5. the remediation of any contamination or hazardous materials in the sanitary or storm drain systems that originated at NASMF or ALFCL.

6. the remediation of any improperly disposed of hazardous waste at hazardous waste packaging areas;

7. the remediation of any contamination resulting from the delivery and storage of fuel, and the operation of the aircraft fuel systems at NASMF and ALFCL. If either the existing NASMF or ALFCL fuel systems are kept active by NASA after the

departure of the Navy, responsibility for any resulting  
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contamination will be borne by NASA or its tenants only to the extent such contamination is in excess of that which is attributable to the Navy as a result of its operations, and NASA shall implement and maintain proper monitoring of the fuels systems to identify any release from such systems.

D. In order to effectuate the foregoing, the Navy shall provide all required support, including but not limited to project management, contractor services, and any other support deemed necessary until remediation is completed, including, but not limited to maintenance of containment, treatment and monitoring systems and post closure monitoring

E. In the unlikely event that NASA is assessed an administrative penalty because of delay in the FFA schedule implementation, the Navy will take responsibility for addressing the penalty upon prompt notification by NASA.

F. NASA shall assume no liability for any activities arising out of or related to environmental restoration or remediation at the NASMF or at ALFCL unless such activities are attributable to NASA, its contractors, subcontractors, or tenants.

G. Even though it is expected that NASA will become operationally responsible for the transferred property no later than September 30, 1994, the assumption of that responsibility does not relieve the Navy from its responsibilities for environmental remediation and restoration.

H. The Navy, DOD, the United States Environmental Protection Agency, or the State of California shall at all times subsequent to the transfer of Moffett Field have unobstructed access to known or suspected areas of contamination or other property areas on NAS Moffett Field upon which any containment system, treatment system, monitoring system, or other response action is installed or implemented, or to be installed or implemented, for the purpose of fulfilling the requirements of the Federal Facility Agreement, CERCLA, and the National Contingency Plan.

I. Neither NASA nor its contractors, subcontractors or tenants shall engage in any activity or construct any obstacle on Moffett Field that hinders, impedes, or otherwise obstructs the Navy in performing its responsibilities of environmental remediation or restoration taken pursuant to the FFA, including but not limited to studies, inspections, response actions, or maintenance and monitoring activities. NASA and its tenants and successors shall give notice to the Navy prior to any construction on or adjacent to areas of known or suspected contamination.

J. NASA, its contractors, subcontractors, and tenants shall be responsible for any damage to Navy environmental restoration activities caused by their fault, negligence or failure to comply with this MOU.

K. The transfer of Moffett Field shall not occur any earlier than thirty days after the Navy has provided EPA Region IX, the

California Department of Health Services, and the California Regional Water Quality Control Board notice of the transfer.

L. NASA will assume responsibility for all environmental documentation required by the National Environmental Policy Act (NEPA) regarding the reuse of Moffett Field.

M. The Department of the Navy will take all actions necessary to ensure the closure of Moffett Field complies with the National Historic Preservation Act (NHPA). After transfer of Moffett Field, NASA will assume responsibility for compliance with the NHPA with regard to all historical or archeological resources eligible for or listed on the National Register.

N. After the transfer of Moffett Field, NASA will further ensure that all reuse activities or projects, or development on the installation, and all future operations, are conducted in a manner to ensure the protection of the wetlands and threatened or endangered species on the installation.

V. EQUIPMENT.

Essential operating equipment currently used by the Navy at NASMF or ALFCL and required for continued operation of the airfield and supporting activities at NASMF or ALFCL, will be transferred at no cost to NASA if and when it should ever be determined to be excess to DOD. Such equipment includes but is not limited to the following:

Air Operations: TACAN, tower electronics, and ground support equipment;



Protective Services: fire equipment, Crash-Fire-Rescue (CFR) vehicles, and structural fire vehicles;

Operations and Maintenance (O&M): trucks, forklifts, runway maintenance equipment, construction equipment, and shop equipment.

#### VI. RESIDENT AGENCIES.

A. All agreements currently in force between the Navy and tenant organizations at NASMF will be terminated and new agreements with NASA negotiated as part of the transfer. Such tenant organizations, to be known as Resident Agencies (RA's), will be responsible for all costs for facilities exclusively occupied by the RA, and for equitably-shared costs for shared assets. Cost sharing shall include both routine and major repair and maintenance as required on buildings and infrastructure used in common.

B. NASA will not displace any military reserve unit at NASMF except as provided for in a written agreement with the respective reserve unit.

#### VII. DISPOSAL OF ASSETS.

NASA will have the responsibility to use or dispose of those assets not under lease or shared use or necessary for NASA's own use.

#### VIII. AGREEMENTS.

A. The following is a tentative schedule of the types and timing of the agreements NASA will enter into with the Navy and the RAs, as now envisioned:  
the RAs, as now envisioned:

Between NASA and the Navy:

4th Quarter FY92 through  
3rd Quarter FY93

Interim Use Agreement  
(for transfer of selected  
facilities)

3rd Quarter FY93 through  
4th Quarter FY94

Remaining facilities  
added under Interim  
Agreement

No Later Than  
September 30, 1994

Final Transfer Agreement  
takes effect

Between NASA and RAs:

4th Quarter FY92

Letters of Intent

1st Quarter FY93 through  
3rd Quarter FY93

Interim Use Agreements

2nd Quarter FY94 through  
4th Quarter FY94

Interagency (Use)  
Agreements

B. No later than the end of the 1st Quarter of FY93, the Navy shall provide to NASA complete copies of all agreements between the NASMF and local governments and agencies. No later than the end of the 2nd Quarter of FY93, the Navy and NASA shall determine whether and to what extent the arrangements and responsibilities agreed to by the Navy pursuant to such agreements will be transferred to NASA.

IX. SCHEDULE.

The tentative Navy drawdown schedule, as currently envisioned, is as follows:  
envisioned, is as follows:

4th Quarter FY92  
1st Quarter FY94

Initial transfer of selected buildings  
Last squadron decommissioned

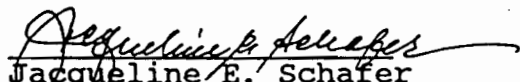
No Later Than  
September 30, 1994

NAS Moffett closed (but Navy  
environmental cleanup continues,  
including but not limited to IRP).

X. FUNDING.


Any requirement for the payment or obligation of funds by the Navy or by NASA pursuant to this MOU 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 MOU shall take effect on the later date appearing under the signatures below.

On behalf of the Navy:

  
Jacqueline E. Schafer  
Assistant Secretary of The Navy  
(Installations and Environment)

Date *22 December 1992*

On behalf of NASA:

  
John R. Dailey  
Associate Deputy Administrator

Date *22 December 1992*

ATTACHMENT A

Moffett Field Transfer to NASA

Real Estate Summary Maps  
Subject to Audit and Verification

ATTACHMENT B

Moffett Field Transfer to USAF

Real Estate Summary Maps  
Subject to Audit and Verification