

MEMORANDUM OF AGREEMENT BETWEEN
THE SPACE LAUNCH DELTA 30 (SLD-30)
AND
THE COASTSIDE FIRE PROTECTION DISTRICT (CFPD)
FOR
Fire protection support at Pillar Point Air Force Station
FB4610-22XXX-291

This is a memorandum of agreement (MOA) between the SLD-30 and the CFPD. When referred to collectively, the SLD-30 and the CFPD are referred to as the “Parties.”

1. **BACKGROUND:** Pillar Point Air Force Station (PPAFS) is geographically separated from Vandenberg Space Force Base and does not have firefighting capabilities on site. Coastside Fire Protection District is the closest firefighting entity to PPAFS.

2. **AUTHORITIES:** DoDI 4000.19, AFI 25-201

3. **PURPOSE AND SCOPE:** This agreement entered into between the Commander of the U.S. Space Force Space Launch Delta 30 (SLD-30) and the Coastside Fire Protection District (CFPD) is for the purpose of securing aid in the protection of life and property from fire, and in firefighting at the Pillar Point Air Force Station (PPAFS).

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. The SLD-30 will—

4.1.1. Specify the location to which the equipment and personnel are to be dispatched and an estimate of the size of the fire if the call is initiated by a representative of the PPAFS.

4.1.2. The SLD-30 will provide to the CFPD a list of known conditions, machinery, or materials which, if involved in the fire, could present hazards of an unusual nature to personnel or equipment.

4.1.3. The SLD-30 agrees to a fixed annual payment to CFPD of \$4,200.00.

4.2. The CFPD will—

4.2.1. Upon notice to CFPD, firefighting equipment and personnel of the CFPD will be dispatched to any point within the area of PPAFS property accessible to fire vehicles and or equipment.

4.2.2. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

4.2.2.1. Any request for aid shall specify the location to which the equipment and personnel are to be dispatched and an estimate of the size of the fire if the call is initiated by a representative of the PPAFS. The amount and type of equipment or personnel to be furnished shall be determined by a representative of the CFPD.

4.2.2.2. The CFPD shall be released by the senior fire officer in charge when their services are no longer needed or when they are needed within the area of which they normally provide fire protection services.

4.3. Mutual Indemnification:

4.3.1. Each party shall hold the other harmless for damages to persons and/or property arising from actions taken under the agreement resulting from negligent acts or omissions from the other party.

5. PERSONNEL: Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the SLD-30—

6.1.1.1. SLD-30 Fire Chief, 30 CES/CEFO, 805-606-3576,
clemente.marrero.1@spaceforce.mil

6.1.1.2. SLD-30 SAM, 30 LRS/LGRDX, 805-605-0099
robert.snyder.30@spaceforce.mil

6.1.2. For the CFPD—

6.1.2.1. Coastside Administrative Analyst, mortiz@coastsidefire.org

6.1.2.2.

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the SLD-30, to—

6.2.1. 1221 California Ave., Vandenberg, SFB, CA 93437

if to the CFPD, to

6.2.2. 1191 Main Street, Half Moon Bay, CA, 94019

or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT. If non-reimbursable, this MOA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety. If reimbursable, this MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 180 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOA expires ten years from the Final Signature.

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties (CFPD was formerly named Half Moon Bay Fire Protection District) with the same subject, Agreement # 6-D-091 and effective date of 19 MAR 92.

6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7. FINANCIAL DETAILS [include Attachment A in all reimbursable MOAs; if the MOA is not reimbursable add, “This MOA does not provide for reimbursement between the Parties]:

7.1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation.No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING. The CFPD will bill the SLD-30 on an annual basis in accordance with the procedures of the Billing Party. A record of the transaction will be sent to the SLD-30 within 30 calendar days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS. The SLD-30 paying office will forward payments, along with a copy of billed invoices, to the CFPD within 30 calendar days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS (D&F). If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act),both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

8. LIST OF ATTACHMENTS: Attachment A, Financial Details

AGREED: For the SLD-30—

For the CFPD—

Signature

RONALD B. CORTOPASSI, GS-15

Executive Director, Space Launch Delta 30

Signature

JONATHAN COX

Deputy Chief, CFPD

(Date)

(Date)

Mid-Point Review Due Date:_____

Mid-Point Review completed by: _____

