

MEMORANDUM OF AGREEMENT
BETWEEN
THE SPACE LAUNCH DELTA 30 (SLD-30)
AND
THE CITY OF LOMPOC (COL)
FOR
WASTEWATER TREATMENT PLANT OPERATOR SERVICES
FB4610-22XXX-258

This is a memorandum of agreement (MOA) between the SLD-30, a branch of the United States Space Force, and the COL, a municipal corporation. When referred to collectively, the SLD-30 and the COL are referred to as the “Parties.”

1. **BACKGROUND:** The Parties came to an agreement in February 2022 that COL had the capability to provide Grade 3 Wastewater Treatment Plant Operator services to Vandenberg Space Force Base (VSFB), CA. Best Interest Analysis was accomplished and determined to be in the best interest of the Department of the Air Force by enhancing mission effectiveness and creating economies of scale, including by reducing costs. COL submitted a cost proposal 28 February 2022 and SLD-30 determined COL possessed the resources and capability to perform the required services. SLD-30 provided preliminary approval 6 April 2022 to enter into an Intergovernmental Support Agreement with COL for a period to not exceed 5 years.

2. **AUTHORITIES:** Title 10 U.S.C. Section 2679 “Installation Support Services: Intergovernmental Support Agreements (IGSA) and SAF/AQC Air Force Community Partnership (AFCP) Program Memorandum, dated 16 December 2019, authorizes the installation commander to enter into an IGSA less than \$15M in total value over a period up to 10 years.

3. **PURPOSE AND SCOPE:** The purpose of this MOA is to outline the responsibilities and major activities required to provide wastewater treatment plant operator services on VSFB.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. The SLD-30 will—

4.1.1. Provide use of VFSB-owned facility, utilities, and initial medical treatment for life-threatening emergencies.

4.1.2. Indemnify, defend and hold harmless COL and each of its officers, employees and agents from any and all liability, damages, judgments, awards and costs, including reasonable attorney’s fees and court costs, related to the VFSB wastewater facilities and infrastructure.

4.2. The COL will—

4.2.1. Provide all labor, equipment, transportation and supervision necessary for a qualified Grade 3 Operator (CPO), certified by the State Water Resources Control Board (SWRCB), to be at SDL-30's on site for 5.5 hours/week. One half hour additional time is allocated for transportation between the Lompoc Regional Wastewater Reclamation Plant (LRWRP) and VSFB, for a total of 6 hours/week, 52 trips/year. The CPO will collect samples for BOD5, MLSS, and TSS analysis (one set per month), and return these to the LRWRP laboratory for analysis. The CPO will obtain pH, DO, 30-minute settled solids, and air and water temperature at each site (weekly). The proposed hours also include time for onsite communication with SLD-30 staff and preparation of monthly, quarterly and yearly reports.

4.2.2. Cause the CPO to meet with the assigned SDL-30 staff to review the logs, previous control lab tests, and for SDL-30 staff to make adjustments to the operation of the facility if/when necessary to insure continued efficient operation. COL will cause the CPO to physically check the facilities monthly and be responsible to advise SDL-30 staff to make operational adjustments monthly, if needed.

4.2.3. Provide a response time for emergencies within timeframe mutually agreed to in the Attachment __.

Both parties will—

4.3.1. In the event of a disagreement as to the interpretation of the provisions of this MOA that cannot be fully resolved at the operating level, the area(s) of disagreement shall be reduced in writing by each party and shall be forwarded to respective higher administrative quarters for appropriate resolution.

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 Vice Commander for Support, (805) 606-4604

6.1.1.2 SLD-30 Vice Commander for Support Resource Advisor, (805) 606-2587

6.1.1.3 30 CES Service Contracts, (805) 606-4803

6.1.2. For the COL—

6.1.2.1. C.J. Berry, Utility Director, City of Lompoc, phone [redacted] number and email of [redacted]
Primary POC: (805) 875-8299, [redacted] c_berry@ci.lompoc.ca.us:

6.1.2.2. Position, office identification, phone number and email of alternate POC:

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed--

6.2.1.1 if to SLD-30, to SLD-30 CV Support, 1031 California Blvd, C-200, VSFB, CA93437

6.2.1.2 if to the COL, to 100 Civic Center Plaza, Lompoc, CA 93436

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

6.3. REVIEW OF AGREEMENT. If non-reimbursable, then 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, then 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, then this MOA 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. This MOA may be terminated by either Party by giving at least _____ - days' written notice to the other Party. This 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 this 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 on 4 July 2027.

6.11. CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. N/A

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: This MOA does not provide for reimbursement between the Parties. A separate contract will be executed by a warranted contracting officer and will obligate appropriated funding to reimburse COL for required services.

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. COL will bill the SLD-30 on a monthly basis after services are received by submitting an invoice. IAW terms and conditions outlined in a separate contract. 1st Year Cost: \$51,361, 2nd Year Cost: \$53,415, 3rd Year Cost: \$55,552, 4th Year Cost: \$57,774, 5th Year Cost: \$60,085, with overall contract cost \$278,187 (includes maximum 4% inflation factor).

7.3. PAYMENT OF BILLS. Upon receipt of an invoice from COL, SLD-30 will provide acceptance of services and authorize the invoice for payment in the payment system. DFAS will provide Electronic payment to COL within 30 calendar days after the date of invoice.

7.4. FINANCIAL SPECIFICS. No advance payments will be authorized. See separate contract.

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), then both Parties agree the requirements listed in Paragraph (a) of the Economy Act have been met.

8. LIST OF ATTACHMENTS:

AGREED:

For the SLD-30—

For the COL—

Signature

Signature

RONALD B. CORTOPASSI, GS-15, DAF
Executive Director, Space Launch Delta 30

Dean Albro, City Manager

(Date)

(Date)

Mid-Point Review Due Date: _____ [Enter date mid-point review due]

Mid-Point Review completed by: _____
Signature and Name of Reviewer