

MEMORANDUM OF AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE PLANETARY VENTURES HANGAR 3 HAZARD REMEDIATION
PROJECT, MOFFETT FIELD, SANTA CLARA COUNTY, CALIFORNIA

JANUARY 26, 2021

WHEREAS, the National Aeronautics and Space Administration (NASA) Ames Research Center (ARC) has entered into an Adaptive Reuse Agreement with Planetary Ventures, LLC (PV) regarding NASA Ames Research Center Eastside/Moffett Federal Airfield (MFA) in Santa Clara County, CA (Lease); and

WHEREAS, NASA ARC, as a Federal agency, is required to comply with the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq.) and its implementing regulations (36 C.F.R. § 800), and as such serves as lead agency for any consultation for proposed Undertakings under the Lease; and

WHEREAS, an Undertaking under the NHPA is defined as “a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval” (36 C.F.R. § 800.16(y)); and

WHEREAS, under the Lease, PV proposes to systematically demolish MFA Building 47 (Hangar 3) due to the deteriorating condition of the structure and the inability for emergency repairs to mitigate long-term hazardous conditions. Controlled demolition, which shall include inspections for hazardous materials, consists of setting up a controlled laydown perimeter around the structure, installing temporary airspace obstruction lights on Building 46 (Hangar 2), protecting adjacent historic properties, and the slow removal of all materials from Hangar 3 and laying them down within the controlled area, as depicted in Attachment 1 (the Undertaking); and

WHEREAS, NASA ARC defined an Area of Potential Effects (APE) for this Undertaking in consultation with the California State Historic Preservation Officer (SHPO) to address potential effects on historic properties, as depicted in Attachment 2; and

WHEREAS, NASA ARC initiated Section 106 consultation with the SHPO for the Undertaking, pursuant to 36 C.F.R. § 800; and

WHEREAS, NASA ARC, in consultation with the SHPO, has determined that the Undertaking shall adversely affect historic properties eligible for listing in the NRHP (historic property), Hangar 3 and the expanded Naval Air Station (NAS) Sunnyvale Historic District; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), NASA ARC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, and the Advisory Council has chosen to [participate/not participate] in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) as indicated in a letter dated XXXX, 2020; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(c)(2), NASA ARC has invited PV to participate in this Agreement as an Invited Signatory, with the same rights with regard to seeking amendment or termination of the MOA as other signatories, due to the responsibilities it assumes under this Agreement; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(2), NASA ARC has invited representatives of the Moffett Field Historical Society; City of Sunnyvale, California; City of Mountain View, California; Sunnyvale Historical Society, Mountain View Historical Association; History San Jose; Silicon Valley Historical Association; California Preservation Foundation; and the National Trust for Historic Preservation to participate as consulting parties in the development of proposed measures to avoid, minimize, or mitigate adverse effects resulting from this Undertaking; and

WHEREAS, the City of Mountain View and the Moffett Field Historical Society confirmed their participation as consulting parties, and NASA ARC invited the two confirmed consulting parties to comment on the proposed mitigation to resolve adverse effects through a questionnaire survey provided on September 18, 2020, to which three responses were received (Attachment 3) and addressed as of the date of execution of this Agreement; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(4), NASA ARC has made information available to the public by providing information related to the Undertaking on its Historic Preservation Office website (<https://historicproperties.arc.nasa.gov/>) posted in December 2019 through August 2020; and

NOW, THEREFORE, NASA ARC, SHPO, and PV enter into this MOA pursuant to the regulations at 36 C.F.R. § 800 and agree to implement the following stipulations in order to take into account the effects of the Undertaking on historic properties, and by so doing, to satisfy NASA ARC's Section 106 responsibility, and that these stipulations shall govern the Undertaking and all of its parts until the MOA expires or is terminated.

STIPULATIONS

The signatories to this MOA shall ensure that the following stipulations are implemented:

I. Resolution of Adverse Effects on Hangar 3 and the NAS Sunnyvale Historic District

A. Archival Documentation

1. Prior to the commencement of the Undertaking, NASA ARC shall contact the regional Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) coordinator at the National Park Service Interior Regions 8, 9, 10, and 12 Regional Office (NPS) to request that NPS stipulate the level and procedures for completing the documentation. Within ten (10) days of receiving the NPS stipulation letter, NASA ARC shall send a copy of the letter to all consulting parties for their information.
2. PV shall prepare the archival documentation per the level and procedures stipulated by the NPS. All field documentation shall be completed prior to the commencement of the project
3. NASA ARC shall ensure that all recordation documentation activities are performed or directly supervised by architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of the Interior's Professional Qualification Standards (36 CFR 61, Appendix A) (SOI Qualified consultant).
4. NASA ARC shall ensure that the archival documentation meets the NPS requirements and shall submit the archival documentation to NPS for review and approval.
5. PV shall make any archival, digital and bound library-quality copies of the documentation and provide them to the NPS, the Moffett Field Historical Society, the City of Mountain View Public Library, and the California State Museum.
6. Upon receipt of the NPS written acceptance letter, NASA ARC shall notify the SHPO that the documentation is complete and all copies distributed as outlined in Stipulation I.A.5 and include the completion of the documentation in the Annual Report.

B. Digital Documentation

PV shall provide digital documentation of Hangar 3. This may include a variety of three-dimensional photographs of the interior and exterior spaces of the structure, as well as Light Detection and Ranging (LIDAR) or other remote sensing technology deemed appropriate for documenting Hangar 3 and the overall setting of the area around the Hangar, including portions of Hangar 2. The selected digital documentation

format shall consider future interpretive applications, including, but not limited to, immersive three-dimensional photorealistic modeling and four-dimensional augmented reality.

1. Prior to digital documentation of Hangar 3, PV shall prepare a Digital Documentation Work Plan that outlines the proposed documentation mediums, site access protocols, and future applications for all developed materials.
 - i. NASA ARC shall submit the draft Digital Documentation Work Plan to all consulting parties for review and comment for a review period of thirty (30) calendar days.
 - ii. Upon receiving comments, PV shall make revisions and NASA ARC shall provide a final Digital Documentation Work Plan to all consulting parties for their records.
2. PV shall prepare digital documentation following the requirements determined in the final Digital Documentation Work Plan. Appropriate technology, format, and future applications shall be coordinated by PV through consultation with NASA ARC per the Digital Documentation Work Plan.
3. Digital documentation shall be formatted and made available to NASA ARC, the City of Mountain View, and the Moffett Field Historical Society for their use and/or archives.
4. Digital documentation shall be incorporated into digital interpretive programs outlined under Stipulation II.D.

C. Educational Website and/or Digital Application

PV, in coordination with a SOI Qualified consultant in history, shall develop a website and/or digital application. The website shall include important background information about MFA and the NAS Sunnyvale Historic District, as well as specific information about Hangar 3.

1. The website and/or digital application should incorporate several mediums in its development, including:
 - i. contextual narratives,
 - ii. historic photographs,

- iii. current photographs,
 - iv. relevant Hangar 3 HAER and Hangar 1 Historic American Building Survey (HABS) photographs and drawings,
 - v. immersive three-dimensional models and other materials developed under the digital documentation phase of Stipulation II.B,
 - vi. and a brief video (narrative) about the history of Hangar 3 and the Lighter-than-Air program at MFA.
2. Universal accessibility shall be considered in the development of the website and/or digital application.
 3. Website design and digital application content should be developed through further consultation between PV, NASA ARC, the Moffett Field Historical Society, and the City of Mountain View with approximately two (2) workshops to present website design and content, and to garner feedback.
 4. PV shall coordinate with NASA ARC to determine the appropriate medium for the website and/or digital application.
 - i. The website and/or digital application may be independently hosted or coordinated with the NASA ARC Historic Preservation Office webpage and/or the Moffett Field Historical Society's webpage, as appropriate.
 - ii. The medium, whether website and/or digital application, shall be selected with consideration of expandability of content, allowing for additional histories and interpretive content to be added at a later date, further the public's ability to learn about MFA, the NAS Sunnyvale Historic District, and other historic properties at NASA ARC. This shall be coordinated as part of the hosting discussion.

D. Salvage Feasibility Study and Reuse Programs

PV shall conduct a Salvage Feasibility Study of Hangar 3, which shall be overseen by a SOI Qualified historic architect and/or architectural historian. The study shall focus on the feasibility of salvaging significant materials and character-defining features of Hangar 3 for future reuse, and/or developing a series of salvage reuse programs with educational and interpretive components, public art installations, in-kind material replacements at Hangar 2, and any other programs that have a demonstrable public benefit.

1. PV shall prepare a report that shall outline the following:
 - i. Identification of salvageable materials to be removed and stored during demolition activities, primarily the interior components, metal aircraft ties, door track and mechanical equipment, and wood trusses;
 - ii. Cataloguing system and storage plans for the salvaged materials;
 - iii. Presence of hazardous materials or compounds in the salvaged materials and potential reuse constraints these materials may pose, as determined by a qualified hazardous materials and/or abatement specialist;
 - iv. Reuse opportunities and programs, including integration into new construction, material stockpiling for in-kind repairs at Hangar 2, integration into an on-site interpretive program, and
 - v. Identifying suitable institutions to donate or loan the salvageable materials.
 1. Institutions that may be consulted about receiving materials for interpretive displays may include the Moffett Field Historic Society, the City of Mountain View, Exploratorium, the Hiller Aviation Museum, the San Francisco International Airport, San Jose International Airport, and others.
2. PV shall solicit input from the City of Mountain View and the Moffett Field Historical Society in preparation of the Salvage Feasibility Study and Reuse Programs.
3. NASA ARC shall submit the draft report of the Salvage Feasibility Study and Reuse Programs to the SHPO and all invited signatories for review and comment. Comments on the draft report shall be provided to NASA ARC within thirty (30) calendar days.
4. Upon receipt of comments, PV and their SOI Qualified consultant shall revise and prepare a final Salvage Feasibility Study and Reuse Programs report.
5. NASA ARC shall redistribute the Salvage Feasibility Study and Reuse Programs report among all consulting parties.
6. Upon approval from NASA ARC, PV shall implement the salvage and Reuse Programs as outlined in the final report.
7. All efforts related to the salvage and Reuse Programs shall be documented and included in the annual reporting, per Stipulation III.A.

III. Reporting Requirements

A. Annual Reporting

NASA ARC shall provide to the SHPO an annual status report within 12 months of the execution of this Agreement, and every 12 months thereafter until the terms of the MOA have been fulfilled, or the MOA expires, is extended, or is terminated. The annual status report shall address the following:

1. Progress of the aforementioned stipulations II.A through II.D;
2. Any cases of post-review discovery or unanticipated effects;
3. Problems with implementation of this Agreement or issues encountered during the year, including any comments or concerns raised by the SHPO, other consulting parties, or any new parties who have expressed interest in consulting;
4. Proposed changes to the Agreement, including any comments or concerns submitted by the SHPO and other consulting parties;
5. A summary of anticipated activities and issues in the coming year.

B. Schedule and Review

1. Upon completion of Stipulation II.A(4), II.B, and II.C, PV shall prepare a summary memorandum outlining that these milestones have been met and that all field-based requirements at Hangar 3 in the aforementioned stipulations have been completed. PV shall submit the draft memorandum to NASA ARC in advance for comment and review. NASA ARC shall then distribute a summary memorandum to the SHPO.
 - i. The SHPO shall review the memorandum within thirty (30) calendar days and shall either:
 - a) Provide comments to NASA ARC about outstanding requirements related to the field documentation components, after which NASA ARC and PV shall continue to satisfy these outstanding concerns, OR,

resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NASA ARC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. NASA ARC shall then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the 30 calendar day period, NASA ARC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NASA ARC shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. NASA ARC's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. Anti-Deficiency Act

NASA ARC's ability to perform its obligations under this MOA is subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. §1341). NASA ARC shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs NASA ARC's ability to implement the stipulations of this MOA, NASA ARC shall consult in accordance with the Amendments Stipulation (Stipulation VI) or Termination Stipulation (Stipulation VIII) of this MOA.

VI. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date a copy has been signed by all of the signatories.

VII. Duration

This MOA shall expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, NASA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI above.

VIII. Termination

- A. If any signatory to this MOA determines that its terms shall not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VI, above.

- B. If within 30 calendar days (or another period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.
- C. Once the MOA is terminated, and prior to work continuing on the Undertaking, NASA must either: (a) execute an MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. NASA shall notify the signatories as to the course of action it shall pursue.

Execution of this MOA by NASA ARC, SHPO, and PV and implementation of its terms evidence that NASA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
an Agency of the United States

Date: _____

Eugene L. Tu
NASA Ames Center Director

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

Date: _____

Julianne Polanco

INVITED SIGNATORY:

PLANETARY VENTURES, LLC,
a Delaware limited liability company

By: GEV Real Estate, Inc., a Delaware corporation,
Its: Member

Date: _____

By: Google Inc., a Delaware corporation,
Its: Sole shareholder

By: _____
David Radcliffe,
Vice President of Real Estate and Workplace Services