

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

DRAFT JANUARY 26, 2021; ACHP COMMENTS FEBRUARY 9, 2021;
SHPO COMMENTS MARCH 22, 2021; REVISED DRAFT NOVEMBER 9, 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 extent of pre-existing damage, the continued 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, installation of temporary airspace obstruction lights on Building 46 (Hangar 2), protection of adjacent historic properties, systematic removal of all materials from Hangar 3, and the laydown of materials within the controlled area depicted in Attachment 1 (the Undertaking); and

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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 [National Register of Historic Properties](#) (NRHP) (historic property), [including](#) Hangar 3 and the expanded Naval Air Station (NAS) Sunnyvale Historic District; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(c)(2), NASA ARC has invited PV to participate in this [Memorandum of Agreement \(MOA\)](#) 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 [MOA](#); and

Deleted: 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 ¶

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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 [MOA](#); and

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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 ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) as indicated in a letter dated February 09, 2021; and

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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 in November 2021; and

Commented [ACHP-CD3]: Has the MOA been shared here or will it?

Commented [MB4R3]: It looks like NASA shared it between 12/2019 and 8/2020. If that is not accurate, then this should be revised.

Commented [RR5R3]: Yes, information about the project was shared between December 2019 and August 2020 on the NASA ARC site. Once approved, the MOA will be posted as well.

NOW, THEREFORE, NASA ARC, SHPO, PV, and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

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Deleted: 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

NASA ARC shall ensure that the following stipulations are implemented:

Commented [ACHP-CD8]: While PV might complete many of the terms of the MOA, it is NASA's responsibility to ensure the terms of the MOA are fulfilled.

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

Commented [RR9R8]: Correct

A. Archival Documentation

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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 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. The level of effort for the documentation of Hangar 3 is assumed to be a HAER Level 1.
2. PV shall prepare the draft archival documentation per the level and procedures stipulated by the NPS under Stipulation I.A.1. All field documentation shall be completed prior to the commencement of the Undertaking; archival documentation will be completed within 150 calendar days from the date of execution of the MOA.
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 (SOI) Professional Qualification Standards (36 CFR 61, Appendix A) (SOI Qualified consultant). The HAER report shall follow all procedures stipulated by NPS and is anticipated to include the following:
 - i. Photographs taken with large format (4x5), black and white film.
 - ii. Photographs shall include a minimum of 40 views of the following:
 - a. Setting of Hangar 3 from various oblique and cardinal angles.
 - b. Exterior views of each elevation of Hangar 3, as well as an assortment of significant architectural features and details, and
 - c. Interior views of significant spaces and details.

Commented [ACHP-CD10]: Is this achievable, could parts of the undertaking start while this occurs? Would we rather say, prior to demolition

Commented [RR11R10]: Since the end goal of the Undertaking is demolition, leaving language as is because documentation will begin prior to the start of the Undertaking, from research, to taking photos, etc.

Commented [MB12]: Documentation will begin prior to commencement of the undertaking, as it should. When will it be completed? Please add a delivery date that is within the MOA lifespan.

Commented [RR13R12]: Added that documentation will be completed within 150 days from MOA execution.

Commented [MS14]: What kind of documentation is proposed? I would think HAER. Maybe HALS as well for the entire property. This should be negotiated with the signatories and concurring parties and specified in the MOA. It would not be up to NPS to decide which program is appropriate, or what level should be used.

Commented [RR15R14]: Specified HAER Level 1 and added level of effort in A.1.3.

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Commented [ACHP-CD16]: NEW: We say include in the line above so I struck it here.

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- iii. Photographs or a high-resolution digital scan of original drawings, if available.
 - iv. Include written historical descriptive data, index to photographs, and photo key plan.
 - v. Include copies of historic photographs, if available.
4. NASA ARC shall ensure that the draft archival documentation meets the requirements in the NPS stipulation letter (see Stipulation I.A.1) and shall submit the archival documentation to NPS for review and approval prior to commencing with the Undertaking. If NPS fails to provide a response regarding the draft archival documentation within 60 calendar days from the date of submission, then the documentation is deemed approved.
 5. Upon NPS approval, PV shall make any archival, digital and bound library-quality copies of the final 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 under Stipulation II.A.

Commented [MT17]: This list should defer to what is decided under I.A.1 by NPS.

Commented [RR18R17]: Clarified that the HAER will follow NPS guidelines and likely include the following.

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Commented [ACHP-CD19]: The order here is a little confusing. Will there be draft documentation? Will there be a review of any drafts or is NASA just developing the documentation for NPS and submitting the final to the identified parties? It also seems like you're committing to prove

Commented [RR20R19]: Added draft documentation above to A.2 and A.4 to clarify the process. There will be multiple draft reviews by PV and NASA.

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B. Digital Documentation

Prior to commencement of the Undertaking, PV shall provide digital documentation of Hangar 3, which will be completed within 24 calendar months from the date of execution of the MOA. 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.

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Commented [ACHP-CD21]: By when will this be done? The timing here is vague.

Commented [MB22R21]: Agree. Please add a delivery date that is within the MOA lifespan.

Commented [RR23R21]: Added that documentation will be completed within 24 months from MOA execution.

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. The Digital Documentation Work Plan will be completed within 24 calendar months from the date of execution of the MOA.

Commented [ACHP-CD24]: This isn't very concrete as to when the work plan will be developed. X months following execution?

Commented [RR25R24]: Added that documentation will be completed within 24 months from MOA execution.

- 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 respond to comments received and make revisions to the Digital Documentation Work Plan. NASA ARC shall provide a final Digital Documentation Work Plan to all consulting parties for their records.

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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 I.C.

Commented [MB26]: There is no stipulation II.D. Or Stipulation II, for that matter. Could this mean to refer to Stipulation I.C? Please clarify.

Commented [RR27R26]: Corrected to I.C.

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Commented [ACHP-CD28]: There is no deadline for when this should be done.

Commented [RR29R28]: Added below that documentation will be completed within 24 months from MOA execution.

Commented [ACHP-CD30]: There needs to be more connective tissue between these two items. I've included my suggestion,

Commented [RR31R30]: Accepted changes and edited for clarity.

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Commented [MB32]: There is no Stipulation II.B. Should be I.B, it seems.

Commented [RR33R32]: Corrected.

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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, that presents and interprets 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 HABS photographs and drawings;
- v. immersive three-dimensional models and other materials developed under the digital documentation phase of Stipulation I.B; and
- vi. a brief video (narrative) describing 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 up to 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, which will be completed within 24 calendar months from the date of execution of the MOA.
 - i. The website and/or digital application will be 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. In addition, the medium will 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.

Commented [ACHP-CD34]: Just an observation, app regularly required updates to continue running on equally updated technology. This usually leads to an application eventually becoming obsolete or unusable. I'd recommend/encourage pursuing a website instead unless the app will be updated for the foreseeable future.

Commented [RR35R34]: Noted and will be a continued discussion when trying to determine the best platform for information.

Commented [MS36]: Better to be more specific. But since no one commented on this, up to you if you want to change.

Commented [RR37R36]: Noted

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Commented [MB38]: Please add a delivery date that is within the MOA lifespan.

Commented [RR39R38]: Added that documentation will be completed within 150 days from MOA execution.

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Commented [MB40]: Not sure what the benefit of independently hosted website would be. Seems wise and appropriate that it should remain associated with NASA ARC's website. Otherwise, how would the public know where to find it?

The hosting requirements for a digital application may be different.

Commented [RR41R40]: NASA has agreed to host it on their website.

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Commented [ACHP-CD44]: NEW: I'm fine with this being removed is that's what the parties want, but the ACHP would like to clarify that we have seen salvage programs as mitigation approaches in other Section 106 consultations, when agreed to amongst consulting parties.

Deleted: <#>Salvage Feasibility Study and Reuse Programs

Deleted: <#> PV shall conduct a Salvage Feasibility Study

Deleted: 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 instal... [1]

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Commented [ACHP-CD47]: Just SHPO?

Commented [MB48R47]: It would be wise to send the annual report to all consulting parties to the MOA, but especially im... [2]

Commented [RR49R47]: Added signatories/consulting parties.

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II. Reporting Requirements

A. Annual Reporting

NASA ARC shall provide to the SHPO, ACHP, PV, and all consulting parties an annual status report within 12 months of the execution of this MOA, 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 A through I.CC;
2. Any cases of discovery of previously unknown resources or unanticipated effects;

3. Problems with implementation of this MOA, 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 MOA, including any comments or concerns submitted by the SHPO and other consulting parties; and
5. A summary of anticipated activities and issues in the coming year.

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B. Schedule and Review

1. Upon completion of Stipulation A, B, and 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 finalized 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 if the SHPO determines that not feel all field documentation has been satisfactorily completed, after which NASA ARC and PV shall continue to satisfy these outstanding concerns, OR,
 - b) Sign off on the memorandum stating that all field documentation has been satisfactorily completed.
2. Upon receipt of the sign-off on the memorandum from all signatories stating that all field documentation has been satisfactorily completed (and additional requirements such as construction permits, etc. have been obtained), NASA ARC may permit PV to initiate demolition of Hangar 3.
3. Completion of the remaining stipulations A.I.5-6 by PV, in coordination with the associated signatories, shall continue concurrently with demolition activities at Hangar 3.
4. Upon completion of all stipulations, PV shall prepare a draft memorandum outlining the status of each task and the details surrounding each completion for

Commented [MB54]: As noted above, this draft of the MOA does not contain a Stipulation II. As this draft is written, these refer to I.A.4, I.B, and I.C.

Commented [RR55R54]: Corrected

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NASA ARC's review. NASA ARC shall submit the finalized 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 if SHPO identifies outstanding or incomplete fulfillment of all requirements, after which NASA ARC and PV shall continue to satisfy these outstanding concerns, OR,

b) Sign off on the memorandum stating that all stipulations have been satisfied.

C. Standards

NASA ARC and PV shall ensure that all documents prepared to satisfy the requirements of this MOA comply with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, including but not limited to the Secretary of Interior's Guidelines for Architectural and Engineering Documentation, HAER Documentation Level 1.

IV. Dispute Resolution

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NASA ARC shall consult with the objecting party to determine if it is possible to alleviate the party's concerns. If it is not possible, NASA ARC shall notify all parties in writing and consult to resolve the objection for a period of up to 30 calendar days. If NASA ARC determines that such objection cannot be resolved, NASA ARC shall:

A. Forward all documentation relevant to the dispute, including NASA ARC's proposed resolution, to the ACHP. The ACHP shall provide NASA ARC with its advice on the 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.

Commented [MB58]: The SHPO should be consulted regarding the final fulfillment of the terms of the MOA.

Commented [RR59R58]: Noted

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Commented [MS60]: Same thing as above - "upon completion..." then this stipulation refers to outstanding requirements. And you already have this step for field documentation. This stipulation should be for completion of everything.

Commented [RR61R60]: Noted

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<#>If objections are raised in the review period, NASA ARC shall consult with the objecting party to alleviate these concerns.

<#>If objections cannot be resolved to the satisfaction of all reviewing parties, NASA ARC shall consult the ACHP pursuant to Stipulation VI.

<#>NASA ARC shall take into account the ACHP's comments in resolving the dispute. NASA ARC's decision shall be final.

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Commented [MS69]: Again, which program and level are proposed?

Commented [RR70R69]: Added Level 1

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Commented [MB71]: Specify a period for consultation - 30 days would be appropriate.

Commented [RR72R71]: Added

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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 prior to its termination date or for any other reason, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IVIV, 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 with the Undertaking, NASA ARC 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 ARC shall notify the signatories as to the course of action it shall pursue.

Execution of this MOA by NASA ARC, SHPO, PV, and the ACHP 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.

Commented [ACHP-CD73]: I've noted in several stipulations that a deadline for completion is missing (e.g. within xx months/years after execution) This lack of clarity given the 5 year timeframe raises concerns on managing the tasks in the MOA

Commented [RR74R73]: Added deadlines/time frames to stipulations throughout document.

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SIGNATORIES:

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

Date: _____

Eugene L. Tu
NASA ARC Director

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CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

Date: _____

Julianne Polanco

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Date: _____

Reid Nelson, Executive Director, Acting

Commented [ACHP-CD75]: NEW: Minor revision

INVITED SIGNATORY:

PLANETARY VENTURES, LLC,
a Delaware limited liability company

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

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

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

Page 6: [1] Deleted Mark Beason 3/22/21 2:39:00 PM

Page 6: [2] Commented [MB48R47] Mark Beason 3/22/21 2:39:00 PM

It would be wise to send the annual report to all consulting parties to the MOA, but especially important to send it to all signatories.