

MEMORANDUM OF AGREEMENT BETWEEN  
THE 45TH SPACE WING  
AND  
THE CAPE CANAVERAL LIGHTHOUSE FOUNDATION, INC.  
FOR  
LOCAL ID AGREEMENT NUMBER 15A-2-15 OR  
AFI 25-201 AGREEMENT NUMBER FB2520-19XXX-515

This is a Memorandum of Agreement (MOA) between the 45th Space Wing, (45 SW) and the Cape Canaveral Lighthouse Foundation, Inc., (CCLF). When referred to, the 45 SW and CCLF are referred to as Supplier and Receiver, respectively.

1. BACKGROUND: The Cape Canaveral Lighthouse (herein after referred to simply as "the Lighthouse") is owned and maintained by the 45 SW. The United States Coast Guard operates the lighthouse beacon as a navigational aid. The 45 SW collects, preserves, restores, interprets, and exhibits the Lighthouse and items that relate to the heritage of the Lighthouse mission. In addition, the 45 SW serves as a medium to inform and educate the public on the important historical significance of the Lighthouse to the Florida Space Coast, the State of Florida and the United States.

2. PURPOSE: The 45 SW Commander is responsible for the overall operation of the Lighthouse. The 45 SW Commander exercises this authority through the 45th Mission Support Group Commander and the 45th Mission Support Group/Detachment1, Commander. The CCLF is responsible to the 45 SW Commander for Foundation activities. The CCLF will coordinate activities that may affect the USAF with the 45 SW's designated representative. The CCLF is a philanthropic organization whose purpose is to assist in the development and operation of the Lighthouse and other historic sites as they relate to the Lighthouse and to support the 45 SW to preserve this historical landmark. The CCLF may raise funds and provide financial support to maintain the operation of the Lighthouse and other related historic sites as they relate to the Lighthouse. They also Receive and administer gifts from persons, organizations, corporations, foundations and philanthropies for the best interest of the Lighthouse and the 45 SW.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. The Supplier Will:

3.1.1. Provide funding for the following operations and maintenance expenses of the Lighthouse to the extent funds are available and such funding is consistent with other priorities:

3.1.1.1. Utilities

3.1.1.2. Security and fire protection

3.1.1.3. Routine maintenance and repair of the facilities and USAF-owned Exhibits, (mostly pictures) as permitted by mission priorities.

3.1.1.4. Other expenditures as permitted by public law, Department of Defense and USAF guidance, policy, directives, regulations and instructions.

3.1.2. In accordance with reference 2.1. above, authorize and approve the operation of a CCLF gift shop.

3.1.3. Provide, via 45th Mission Support Group/Detachment 1, periodic and timely information about the Lighthouse's current and future operations, including any formal planning or budget documents.

3.2. The Receiver will:

3.2.1. Conduct operation in accordance with AFI 34-223, *Private Organizations Programs* in compliance with other relevant law or regulations.

3.2.2. Operate/manage the gift shop.

3.2.3. To the extent Foundation funds are available, and subject to approval by Foundation Board of Directors, provide funding for:

3.2.3.1. Lighthouse capital improvements (the terms of CCLF support and involvement for each improvement will be contained in a separate MOA).

3.2.3.2. Minor construction that cannot be funded through USAF sources.

3.2.3.3. Volunteer programs, Lighthouse-unique supplies, items to be sold in the gift shop and exhibit restoration that cannot be funded through USAF sources.

3.2.4. Promote the Lighthouse through advertisements brochures or other means as funding is available.

3.2.5. Coordinate and obtain approval from the 45 SW Commander or designee before:

3.2.5.1. Applying for grants or soliciting gifts for amounts greater than \$5,000.

3.2.5.2. Entering into any contracts or other agreements for the purpose of providing a source of revenue to support the Lighthouse.

3.2.5.3. Taking any action that will obligate the Lighthouse or the 45 SW Commander to either current or future actions or financial burdens.

3.2.6. The CCLF will conduct its activities in accordance with this MOA and will refrain from doing anything that could reflect poorly on the USAF, the 45 SW or the Lighthouse.

3.2.7. The CCLF will obtain liability insurance, unless waived, in accordance with API 34-223.

4. PERSONNEL: Supplier and Receiver are responsible for all costs of its personnel, including pay and benefits, support, and travel. Supplier and Receiver are responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. The Supplier and Receiver may change its point of contact upon reasonable notice to the other.

5.1.1. For the Supplier

5.1.1.1. Support Agreement Manager (321) 494-4338.

5.2.1. For the Receiver

5.2.1. Primary POC: President (321) 750-7227

5.2.2. Alternate POC: VPresident (321) 795-6006

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Supplier, to

5.2.1. 970 South Patrick Drive Building 820, Patrick AFB FL 32925

and, if to the Receiver, to

5.2.2. P.O. Box 1978, Cape Canaveral FL 32920

5.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety. It shall also be reviewed whenever changing conditions or circumstances may require changes or development of a new agreement. Changes may be made at any time by mutual agreement. Changes shall be noted and initialed on the existing document or set forth in a signed memorandum that shall be attached to the existing agreement.

5.4 MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Supplier or Receiver, duly signed by their authorized representatives.

5.5 DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Supplier and the Receiver, or in accordance with DoDI 4000.19.

5.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either the Supplier or Receiver by giving at least 180 days written notice to the other. The MOA may also be terminated at any time upon the mutual written consent of the Supplier and Receiver.

5.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Supplier and Receiver.

5.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Supplier and Receiver regarding the MOA's subject matter.

5.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the Supplier signs.

5.10. EXPIRATION DATE: Upon signature by the Supplier Approving Authority as the final signatory to the support agreement, an expiration date will be added to this support agreement. This expiration date will be a date certain that is eight years and 364 days from the approval date. This Agreement expires on

AGREED:

For the Supplier



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DOUGLAS A. SCHIESS  
Brigadier General, USAF  
Commander, 45th Space Wing

1 Oct 2019  
(Date)

For the Receiver



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JAMES W. UNDERWOOD  
Rear Admiral, USCG (Ret)  
President, CCLF

8/23/2019  
(Date)