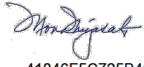


**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SANTA BARBARA, SPACE LAUNCH DELTA 30
RANGE SAFETY
AND
SPACE EXPLORATION TECHNOLOGIES CORP. (SPACEX)
REGARDING
SAFETY OF JALAMA BEACH COUNTY PARK DURING SPACEX
LAUNCHES FROM VANDENBERG SPACE FORCE BASE (VSFB)**

- 1) **PURPOSE & SCOPE.** This Memorandum of Understanding (MOU) sets forth procedures for coordination between the County of Santa Barbara (SB County), Space Launch Delta 30 Range Safety (SLD30 Range Safety), and Space Exploration Technologies Corp. (SpaceX) to ensure the safety of Jalama Beach County Park (Jalama Beach). This memorandum is for all SpaceX Starlink, Starshield, and NROL Type C (non-toxic payload) Launches from Vandenberg Space Force Base (VSFB). For these missions the measures identified below will be implemented as needed. If maximum allowable population is not above maximum park capacity, the SLD30 Safety Evacuation Determination and Communication Plan for Jalama Beach Population Accountability will also be used, as needed. Evacuation of Jalama Beach is only necessary when the maximum allowable population is exceeded. SB County is considered as a contractor in this MOU for purposes of 14 CFR Part 440 and agrees to comply with the terms therein. This MOU implements the Space Force's safety responsibilities from the Federal Aviation Administration.
- 2) **AUTHORITIES:** 51 U.S.C. Chapter 505, 10 U.S.C. 9013, 2023 National Space Policy, and Air Force Instruction 91, 202 Mishap Prevention Program.
- 3) **DEFINITIONS.**
 - a) *FAA* means the Federal Aviation Administration.
 - b) *Jalama Beach* means the real property in Attachment 1.
 - c) *Maximum Allowable Population* means the number of persons allowed within Jalama Beach as computed by Range Safety during Launch to remain within the applicable FAA public safety risk criteria under the terms of SpaceX's launch license, including but not limited to SB County employees, SB County contractors or suppliers, campers, and day visitors.
 - d) *Hazardous Materials* means hazardous materials as defined in 49 CFR 172.101.
- 4) **PROCEDURES.** SpaceX, SLD30 Range Safety, and SB County will jointly maintain and execute the content detailed in the Jalama Beach Emergency Response Plan. If any of the following material or procedures change, the changes must be coordinated with the parties of this MOU.
 - a) Any changes in the roles and responsibilities of each party as identified in the Jalama Beach Emergency Response Plan
 - b) Any changes to the ability of Santa Barbara County to respond to an emergency at Jalama Beach or in standard operating procedures of Park Rangers that impact the Jalama Beach Emergency Response Plan
 - c) Any changes to the guidance, availability, or mechanism for disseminating informational notices to Jalama Beach visitors on sheltering and/or general procedures during an anomaly

- d) Any changes to the minimum personnel required at Jalama Beach for emergency response.
- 5) FUNDS. This MOU neither documents nor provides for the exchange of funds between the Parties, nor does it make any commitment of federal government funds. No provision in this MOU will be interpreted to require obligation or payment of the funds.
 - 6) MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.
 - 7) DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.
 - 8) TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by any of the Parties.
 - 9) TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.
 - 10) ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU with its attachments embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.
 - 11) EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.
 - 12) EXPIRATION DATE. This MOU expires on 4 May 2029.
 - 13) NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.
 - 14) CONFIDENTIALITY. This document and its attachments contain confidential information voluntarily provided by SpaceX, which is protected from disclosure under U.S. federal law and California state law. The information contained herein shall be used only for the purpose described herein and not disclosed in response to any request under the Freedom of Information Act or the California Public Records Act.
- 15) ATTACHMENT:**
- a) Attachment 1 – Jalama Beach Map
 - b) Attachment 2 – SpaceX-Jalama Beach Emergency Response Plan

16) SIGNATORIES:

DocuSigned by:

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Mona Miyasato
County Executive Officer
County of Santa Barbara

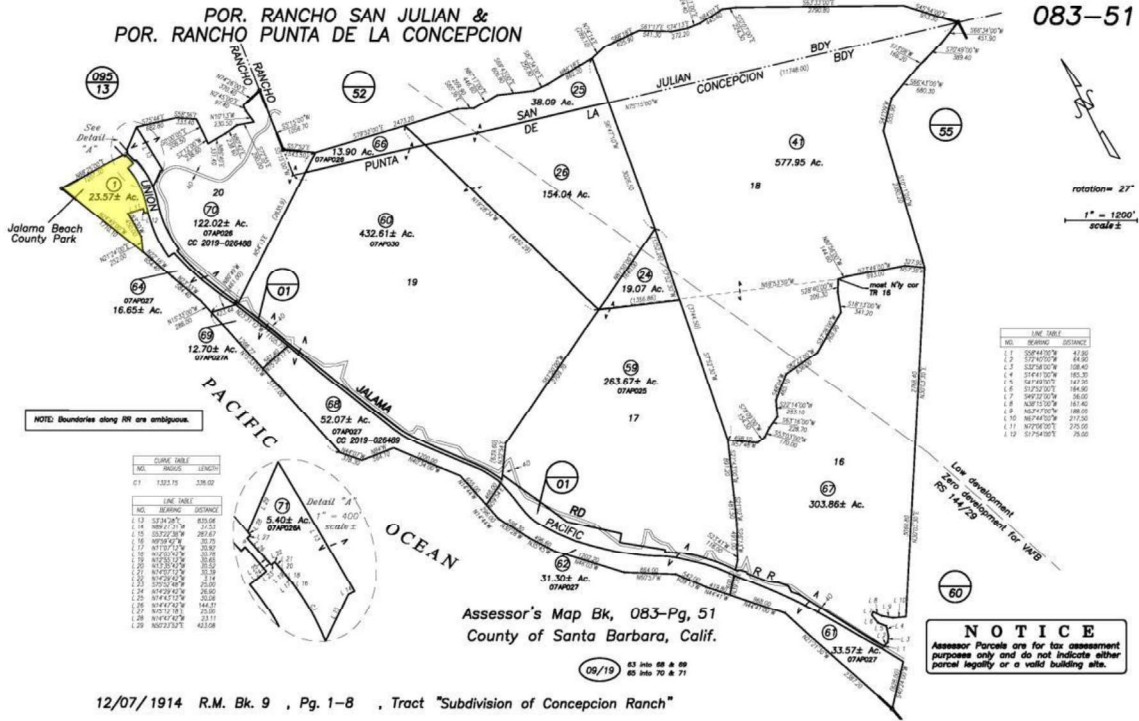


Kiko Dontchev
VP, Launch
Space Exploration Technologies Corp.

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BRYAN TITUS, Colonel, USSF
Vice Commander, Space Launch Delta 30

Attachment 1 Jalama Beach Map



Attachment 2
SpaceX-Jalama Beach Emergency Response Plan

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