

Attachment A

Deloitte.



CAL POLY

REACH

Ideas + Action for a Thriving Central Coast

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REACH
AND
THE GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT OF
THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA
AND
30TH SPACE WING, UNITED STATES SPACE FORCE
AND
CAL POLY STATE UNIVERISTY, SAN LUIS OBISPO
AND
DELOITTE TOUCHE CONSULTING LLP**

WHEREAS, this Memorandum of Understanding (MOU) by and between REACH, the 30th Space Wing, United States Space Force, hereinafter "30th Space Wing," the Governor's Office of Business and Economic Development, of the State of California of the United States of America, hereinafter "GO-Biz," Cal Poly San Luis Obispo, hereinafter "Cal Poly," and strategy consultant Deloitte Touche Consulting LLP, hereinafter "Deloitte," hereinafter referred to collectively as "the Participants," is for voluntary cooperation in clarifying goals and objectives of the plan for commercial space industry and enterprises at Vandenberg Air Force Base (VAFB) and the surrounding regional economy; facilitating regional economic growth through the addition of high-quality commercial space industry employment; providing for national security strategic interests through the increased resilience of VAFB assured access to space mission architecture.

WHEREAS, REACH, with Deloitte, in April 2019 developed an Activation Roadmap (Roadmap) to transform and enable economic expansion of the California Central Coast. The Roadmap focused on four lines of effort: infrastructure, business expansion, education, and housing. As a result, a strategic development lab was held focusing on the potential for commercial space industry expansion at VAFB; a critical asset for future commercial development and employment, as well as for national security and defense.

WHEREAS, GO-Biz, in May 2019, assisted in implementing California Governor Gavin Newsom's Regions Rise Together initiative, which focuses on ensuring comprehensive economic development in all geographic areas of the State of California. In August of 2019, the Participants held two collaborative labs to understand the opportunities, challenges, and potential strategies that align with this initiative.

WHEREAS, over the coming decades, commercial space operations have the potential to anchor the California Central Coast's economic growth based on high-quality jobs, and activate the growth of the commercial space industry and relevant suppliers across the State of California. Capturing this investment requires a new approach to public-private partnership (PPP) focused on enabling infrastructure, both on and off VAFB in areas such as business development and incubation; road, rail, and marine improvements; utilities expansion; housing investment; policy and regulatory support; and the synchronized deployment of federal, state, local, and private resources.

WHEREAS, the Participants recognize the incredible opportunity that VAFB, and the surrounding regional economy and anchor institutions, such as San Luis Obispo's California Polytechnic State University, Isla Vista's University of California Santa Barbara, and local community colleges represent for capturing and expanding commercial space industry and enterprises.

WHEREAS, the National Security Strategy of the United States of America explicitly promotes, as a priority action, commercial space competitiveness and expresses the U.S. Government's desire to partner with U.S. commercial space capabilities to improve space architecture resiliency.

WHEREAS, the Chief of Space Operations, United States Space Force asserts, as a key initiative, the strategic intent to "transform and defend space launch and ranges," consistent with the *Range of the Future 2028*, to increase capacity, enhance capabilities, and assure unfettered access to space through focused management and effective teaming with other government agencies, academia, and commercial space launch industry partners.

NOW, THEREFORE:

SECTION I Strategic Objective

The Participants share the common objective of aligning and guiding the diverse range of public and private sector officials around a shared vision, infrastructure, and resource plan for commercial space industry and enterprises at VAFB, thereby facilitating a robust market and efficient spaceport that, in addition to developing the local economies, will also support national security interests by enabling U.S. space superiority through assured access to space.

SECTION II Areas of Cooperation

The Participants intend to achieve the stated strategic objective through initiatives, consistent with Joint Ethics Regulation and all other applicable federal and state ethics regulations, focused on, but not limited to, the following areas of cooperation:

- a) Collaboration to expand the opportunity for commercial space investment and commercial spaceport operations at VAFB by developing a robust VAFB Master Plan (MP) that incorporates private industry and public sector requirements.
- b) Define the key enabling requirements, such as infrastructure, human capital, governance, and financing, necessary for commercial space investment, and identify partnership opportunities with the surrounding communities.
- c) Connect and liaise with other state, local, and federal entities of government, private industry partners, and other interested parties to support the expansion of the commercial space industry at VAFB.
- d) Support public and industry awareness through participation in events and forums as related to the expansion of the commercial space industry.

SECTION III Specific Activities

Specific activities to implement the areas of cooperation and to achieve the Participants' objective include:

- a) The Participants will lead strategic development of the VAFB MP as outlined in the Statement of Work (SOW) between REACH and Deloitte, and technical input from GO-Biz and 30th Space Wing.
- b) REACH, GO-Biz, and Deloitte commit to weekly project team meetings, including one-on-one site meetings as mutually agreed upon by the Participants. Meetings will be held to align objectives and core priorities with the VAFB MP SOW and other priorities as mutually agreed upon and consistent with this MOU between the Participants.
- c) REACH and Deloitte commit to focusing on economic resource expansion, partnership opportunities, and development of a Vision/Resourcing Plan under Phase 1 of the VAFB MP SOW, as initiated with the REACH Board.
- d) GO-Biz shall identify, and where possible, include entities of the State of California in the identification of potential financing opportunities for the development and/or deployment of the VAFB MP.
- e) The Participants will support public and industry outreach relating to the plan through appropriate events and forums, as mutually agreed upon by the Participants and in a manner consistent with Joint Ethics Regulation and all other applicable federal and state ethics regulations.

SECTION IV Points of Contact

Deloitte, REACH, VAFB, Cal Poly and GO-Biz will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU.

Points of Contact:

REACH: Andrew Hackleman

GO-Biz: E. Kaina Pereira

30th Space Wing: Bill Prenot

Cal Poly: Bob Linscheid

Deloitte: Josh Nisbet

SECTION V Availability of Personnel and Resources

This Memorandum of Understanding, once in effect upon signature, does not create any legally binding rights or obligations as to any Participant.

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by any Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of the Participant and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Participant and such organization or institution. Their work will not create an employer-employee relationship with another Participant or any other organization or institution, so in no case will that other Participant, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

SECTION VI Compliance with Applicable Laws

All activities undertaken pursuant to this Memorandum of Understanding, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this Memorandum of Understanding are subject to all applicable laws, including all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this

Memorandum of Understanding, will not engage in any activity detrimental to this Memorandum of Understanding.

SECTION VII
Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION VIII
No Legal Rights or Remedies

Nothing in this MOU creates any legally cognizable or enforceable rights or remedies as to any Participant. In no event will any disagreement arising under this MOU—including, but not limited to, any alleged breach of, or nonperformance under, this MOU—give rise to any cause of action, or any legal or equitable remedy, in any forum whatsoever. Nothing in this MOU waives any sovereign immunity, or any other applicable immunity, that any Participant may otherwise enjoy.

This understanding is for the exchange of information to improve the understanding of agency mission needs and future requirements. The exchange of information is solely to improve understanding and does not serve as a basis for contract formation.

SECTION IX
Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a four year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this MOU.

This Memorandum of Understanding is not transferable except with the written consent of the Participants.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any Participant may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participants.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

It is expressly understood and agreed that this Memorandum of Understanding embodies the entire understanding between the Participants regarding the MOU's subject matter.

Signed July 15, 2020. Each text is equally valid.

FOR REACH

DocuSigned by:
Melissa James
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**Melissa James
President/CEO**

**FOR THE GOVERNOR'S OFFICE
OF BUSINESS AND ECONOMIC
DEVELOPMENT OF THE STATE OF
CALIFORNIA OF THE UNITED
STATES OF AMERICA**

DocuSigned by:
Chris Dombrowski
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**Chris Dombrowski
Acting Director**

**FOR 30TH SPACE WING, UNITED
STATES SPACE FORCE**

DocuSigned by:
Anthony J. Mastalir
B84E37653E4242F...

**Colonel Anthony J. Mastalir
Commander, 30th Space Wing**

FOR CAL POLY SAN LUIS OBISPO

DocuSigned by:
Jeffrey Armstrong
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**Jeffrey Armstrong
President**

FOR DELOITTE TOUCHE CONSULTING LLP

DocuSigned by:
Josh Nisbet
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**Josh Nisbet
Managing Director**

Memorandum of Understanding for Space Industry Expansion (VAFB) Master Plan Addendum No. 1 – County of Santa Barbara

Addendum to the Memorandum of Understanding for Space Industry Expansion Master Plan for Vandenberg Air Force Base, Dated July 15, 2020. (“MOU”). This Addendum is effective as of the date of the final signature executed below, or upon the signature of Chair of the Santa Barbara County (“County”) Board of Supervisors, whichever is later.

In addition to the general provisions and agreements made between Participants in the MOU, each Participant commits to specific and relative support for the partnership effort. Santa Barbara County commitments are detailed, as follows:

- The MOU is modified by mutual consent of the Participants to add the County of Santa Barbara as a Participant.
- Santa Barbara County commits to providing a senior staff leader from the County Executive Office to participate on the Vandenberg Air Force Base Master Plan project team.
- This Addendum reflects the County’s interest in promoting the spirit of cooperation for regional collaboration and economic vitality. As also referenced in Section V of the MOU, this Addendum to the MOU, once in effect upon signature, does not create any legally binding rights or obligations as to any Participant, and does not commit any Participant to a definite course of action in regard to any potential project intended to be carried out by any person. All activities undertaken pursuant to this Addendum are subject to the availability of funds, personnel and other resources of each Participant.

SIGNED:

DocuSigned by:

Melissa James

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Melissa James, CEO, REACH

2/10/2021 | 4:23 PM PST

Date

DocuSigned by:

Dee Dee Myers

63881557669545A

Dee Dee Myers, Senior Advisor and Director
Governor’s Office of Business and Economic
Development of the State of California

2/9/2021 | 10:27 AM PST

Date

DocuSigned by:

Anthony J. Mastalir

41E1BB36C29949D...

Colonel Anthony J. Mastalir, Commander
30th Space Wing, United States Space Force

2/8/2021 | 2:01 PM PST

Date

DocuSigned by:

Jeffrey Armstrong


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Jeffrey Armstrong, President
Cal Poly San Luis Obispo

2/11/2021 | 8:27 AM PST

Date

Addendum to VAFB Master Plan MOU – County of Santa Barbara

DocuSigned by:

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Josh Nisbet, Managing Director
Deloitte Consulting, LLP

2/8/2021 | 10:59 AM PST

Date

Bob Nelson, Chairman, Chair
Santa Barbara County Board of Supervisors

Date


ATTEST:

Mona Miyasato, CEO
Clerk of the Board

Deputy Clerk of the Board

Date

APPROVED AS TO FORM:

Michael C. Ghizzoni, County Counsel
DocuSigned by:

06D6090BAFEC2499

Deputy County Counsel


2/8/2021 | 11:01 AM PST

Date

Addendum to VAFB Master Plan MOU – County of Santa Barbara

John Nisbet, Managing Director
Deloitte Consulting, LLP

Date

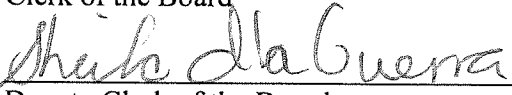


Bob Nelson, Chairman, Chair
Santa Barbara County Board of Supervisors

1-26-21

Date

ATTEST:

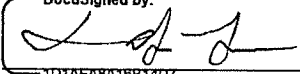
Mona Miyasato, CEO
Clerk of the Board


Deputy Clerk of the Board

1-26-21

Date

APPROVED AS TO FORM:

Michael C. Ghizzoni, County Counsel
DocuSigned by:


101AF8A10B1407...
Deputy County Counsel

1/14/2021 | 4:39 PM PST

Date