

MEMORANDUM OF AGREEMENT
BETWEEN THE
45TH SPACE WING
PATRICK AIR FORCE BASE, FLORIDA
AND THE
CAPE CANAVERAL LIGHTHOUSE FOUNDATION, INC.

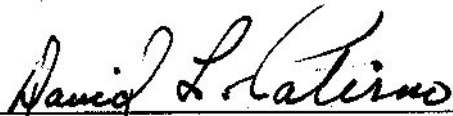
APPROVAL SIGNATURES

FOR THE 45TH SPACE WING
PATRICK AIR FORCE BASE



MARK H. OWEN
Colonel, USAF
Commander

FOR THE CAPE CANAVERAL
LIGHTHOUSE FOUNDATION, INC.



DAVID L. PATERNO
President, Cape Canaveral Lighthouse
Foundation, Inc.

Date: 1 December 2005

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1. **PURPOSE:** This Memorandum of Agreement (MOA) defines the relationship between the 45th Space Wing (45 SW) and the Cape Canaveral Lighthouse Foundation, Inc. (hereinafter referred to as "Foundation").

2. **BACKGROUND INFORMATION:** The Cape Canaveral Lighthouse (hereinafter referred to simply as "the lighthouse") is owned and maintained by the United States Air Force's (USAF) 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.

3. **FOUNDATION'S MISSION:** The Foundation 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 USAF and 45 SW to preserve this historical landmark. To achieve this purpose, the Foundation may:

a. Raise funds and provide financial support to maintain the operation of the lighthouse and other related historic sites as they relate to the lighthouse.

b. Receive and administer gifts from persons, organizations, corporations, foundations, and philanthropies for the best interest of the lighthouse, the 45 SW, and the USAF.

4. **AUTHORITY/REFERENCES:**

a. Air Force Instruction 34-223, *Private Organization (PO) Program*

b. 45th Space Wing Instruction 25-204 (Draft), *45th Space Wing Mission-Related Agreements Program*

c. Other applicable Department of Defense, USAF, and Air Force Space Command policies, directives, regulations, and instructions

5. **ORGANIZATIONAL RELATIONSHIPS:** 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 Detachment 1, 45th Mission Support Group Commander. The Foundation is responsible to the 45 SW Commander for Foundation activities. The Foundation will coordinate activities that may affect the USAF with the 45 SW's designated representative.

6. RESPONSIBILITIES:

a. The 45 SW will:

(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:

- (a) Utilities
- (b) Security and fire protection
- (c) Routine maintenance and repair of the facilities and USAF-owned exhibits (mostly pictures) as permitted by mission priorities
- (d) Other expenditures as permitted by public law, Department of Defense and USAF guidance, policy, directives, regulations, and instructions

(2) In accordance with reference 4a above, authorize and approve the operation of a Foundation gift shop (a small room located at the ground level inside the lighthouse).

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

b. The Foundation will:

- (1) Conduct operations IAW AFI 34-223.
- (2) Operate/manage the gift shop.
- (3) To the extent Foundation funds are available, and subject to approval by the Foundation Board of Directors, provide funding for:
 - (a) Lighthouse capital improvements (the terms of Foundation support and involvement for each improvement will be contained in a separate Memorandum of Understanding).
 - (b) Minor construction that cannot be funded through USAF sources.
 - (c) Volunteer programs, lighthouse-unique supplies, items to be sold in the gift shop, and exhibit restoration that cannot be funded through USAF sources.
- (4) Promote the lighthouse through advertisements, brochures, or other means, as funding is available.

- (5) Coordinate and obtain approval from the 45 SW Commander or designee before:
- (a) Applying for grants or soliciting gifts for amounts greater than \$5,000.
 - (b) Entering into any contracts or other agreements for the purpose of providing a source of revenue to support the lighthouse.
 - (c) Taking any action that will obligate the lighthouse or the 45 SW Commander to either current or future actions or financial burdens.
- (6) The Foundation 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.
- (7) The Foundation will obtain liability insurance, unless waived, in accordance with AFI 34-223.

7. DISPUTE RESOLUTION: The 45 SW Commander or designee will be the final authority for resolving disputes arising out of this MOA.

8. TERM OF THE AGREEMENT: This MOA is effective upon signature by both parties and shall continue in effect until modified or terminated by mutual agreement.

9. REVIEW: Both parties shall review this MOA at least triennially to determine if it should be retained as is, modified, or terminated. A copy of the MOA is maintained in 45 SW/XP (Plans and Programs).

10. SUPERSESION: This MOA supersedes the *Memorandum of Agreement Between the 45th Space Wing, Patrick Air Force Base, Florida, and the Cape Canaveral Lighthouse Foundation, Inc.*, signed by both parties on 20 May 02.

Distribution:

45 SW/FM, HO, JA, JP, PA, SE
45 LCG/CC
45 MSG/CC (CES, Det 1)
45 OG/CC
Cape Canaveral Lighthouse Foundation, Inc.
HQ AFSPC/LCRDX