

MEMORANDUM OF UNDERSTANDING

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THE STATE OF TEXAS                    §  
  §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS                   §

License for Non-Federal Use of Real Property between the Space Family Education, Inc., and the National Aeronautics and Space Administration Johnson Space Center

The NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, hereinafter referred to as "LICENSOR," acting through the Director of the Lyndon B. Johnson Space Center (JSC) in Houston, Texas, and pursuant to the authority Section 203 (c) (5) and 203 (c) (6) of the National Aeronautics and Space Act of 1958, as amended, and NASA Policy Directive (NPD) 1050.1F, as delegated to the Director, JSC, by NASA Procedural Requirements (NPR) 8800.15A, dated September 1, 1998, and 14 CFR § 1204.504, in consideration of the sum of One (\$1.00) Dollar per annum, to be paid in advance each year for the term of this License, and subject to the following covenants, conditions, and provision herein expressed does hereby License to the Space Family Education, Inc. (SFEI), a Texas non-profit corporation, hereinafter referred to as the "LICENSEE," or "SFEI" for the purpose of providing on-site child care services as an employee benefit for the JSC workforce, as approved by the LICENSOR, which has been set forth in the Memorandum of Understanding (MOU), Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the "Agreement" or "MOU," entered into between the Parties, on the following described tracts of land:

(2)  
180

Description of Property

The following described tracts of land:

BEING an approximate 3.28-acre plot of land totally within the boundary site of JSC, located in the Sarah Deel League, Abstract No. 13, Harris County, Texas. The JSC site being a contiguous aggregate of 1,620.00 acres being comprised of two adjoining tracts described by two separate instruments as follows:

The North most 1,020.00 acres conveyed from the Humble Oil & Refining Company to William Marsh Rice University by instrument, dated March 5, 1962, and recorded in Volume 4655, Page 296 of said Deed Records;

The South most 600.00 acres conveyed from the Humble Oil & Refining Company to William Marsh Rice University by instrument, dated March 5, 1962, and recorded in Volume 4655, Page 312 of said Deed Records;

Said approximate 3.28-acre child care facility site near Building 211, being described as follows with bearings recited herein being based on said instrument recorded in Volume 4885, Page 470 of said Deed Records. Monuments recited herein are based on the master JSC Real Estate map maintained and supplied by the JSC Planning and Integration Office.

RP 024-92-2512

**3.28-ACRE (142,728 SQ. FT) JSC CHILD CARE CENTER  
(Exhibits B and C)**

A **METES AND BOUNDS** description of a certain 3.28-acre (142,728 square feet) tract situated in the Sarah Deel League, Abstract No. 13, Harris County, Texas; being a portion of a called 1,020-acre tract conveyed to the United States of America (**USA**) by Instrument recorded in Volume 4885, Page 470 of the Harris County Deed Records; said 3.28 acres being more particularly described as follows with all bearings being based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 83;

COMMENCING at a copper weld rod stamped "2026" found at an angle point in the northeast line of said 1,020-acre tract recorded in Volume 4885, Page 470 of the Harris County Deed Records, from said copper weld rod stamped "2026," a found National Geodetic Survey Monument designated MARS, PID No. AW7004 bears South 48°30'32" West, 4,230.21 feet and also from said copper weld rod stamped "2026" a found 1-inch square rod in concrete bears North 56°28'17" West, 6,856.91 feet;

THENCE, South 72°36'40" West, 1,715.94 feet to the most easterly corner of and the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 23°09'00" West, 375.60 feet to the most southerly corner of the herein described tract, from which a found railroad spike at the intersection of the centerline of pavements of Second Street and Avenue "B" bears South 52°10'19" West, 914.34 feet;

THENCE, North 66°51'00" West, 380.00 feet to the most westerly corner of the herein described tract, from which a found PK Nail at the centerline intersection of the centerline pavements of Link One Street and Avenue "B" bears North 78°25'06" West, 3,981.86 feet;

THENCE, North 23°09'00" East, 375.60 feet to the most northerly corner of the herein described tract;

THENCE, South 66°51'00" East, 380.00 feet to the **POINT OF BEGINNING, CONTAINING** 3.28 acres of land in Harris County, Texas, as shown on Drawing No. 5927 (M) in the offices of Cotton Surveying Company, Houston, Texas.

**Exhibits "B" and "C"** (for Legal Description, Lease Plat, and Site Plan), hereby incorporated by reference and made a part of this **License**.

1. The **Agreement** shall become effective upon signature of both Parties and shall remain in effect for five (5) years from the date of the last signature.

D

2. During the term of this **Agreement**, **LICENSEE** shall have the rent-free use of Building Number 211, any real property additions to said Building 211, and the real property adjacent thereto, as said real property is described hereto in **Exhibits B and C**. Upon the termination of this **Agreement** and extensions, **LICENSEE** agrees to return the use of Building 211, and the adjacent real property to the **Government** in the same condition as received, satisfactory to the Real Property Officer, with the exception of fair wear and tear and damage beyond the control of the **LICENSEE**, excepted. **LICENSEE** acknowledges that no interest in the said real property or any real property additions is intended to be conveyed or received by virtue of this **Agreement**.
3. The reasonably necessary utilities of water, electricity, natural gas, sewage, and local telephone services will be furnished by the **Government** to said Building 211 at no cost to **LICENSEE**, based on the ability of the **Government** to provide named services.
4. Other than the value of the items furnished in **Paragraphs 2, 3, and 16**, and the costs associated with the performance of the separate **Agreements** noted in **Paragraph 15** below, the **Government** shall bear no costs of the operation of the JSC Child Care Center (CCC).
5. In all of its activities on, or related to **JSC**, the **LICENSEE** agrees to abide by all applicable Federal, State, and local laws and regulations, as well as applicable policies of **NASA** and **JSC**.
6. In types and amounts of coverage subject to the approval of a designee for the Director, **JSC**, the **LICENSEE** agrees to purchase and maintain insurance to cover the operations of the CCC, said insurance to include the U.S. **Government**, its officers and employees, and agents as additional insureds.
7. In consideration for the use of **JSC** facilities, and/or services provided by **JSC** or **JSC** contractors under this **Agreement**, **LICENSEE** waives and agrees not to make any claims against the U.S. **Government** or U.S. **Government** contractors or subcontractors, for damages arising as a result of activities under this **Agreement**, whether such damage is caused by negligence or otherwise. In addition, **LICENSEE** agrees to indemnify and hold the U.S. **Government** or U.S. **Government** contractors and subcontractors harmless from any claim, judgment, or cost arising from the injury to, or death of, any person, or for damage to or loss of any property, including U.S. **Government** property, as a result of activities under this **Agreement**, whether such damage is the result of negligence or otherwise caused by the U.S. **Government** or a U.S. **Government** contractor or subcontractor, or by **LICENSEE**, through its employees, agents, contractors, or principal investigators, whether such damage is caused by negligence or otherwise.

8. The parties designated as the following Points of Contact (POC):

**LICENSOR**

Elizabeth R. Hasson  
Contracting Officer's  
Technical Representative  
NASA Johnson Space Center  
Mail Code: AH8  
Houston, TX 77058  
Telephone No: 281-483-0378  
E-mail: [elizabeth.r.hasson@nasa.gov](mailto:elizabeth.r.hasson@nasa.gov)

**LICENSEE**

Kristy Hirning  
Facility Director  
SFEI  
JSC Child Care Center, Building 211  
2101 NASA Parkway  
Houston, TX 77058  
281-792-6031  
[kristy.hirning-1@nasa.gov](mailto:kristy.hirning-1@nasa.gov)

Either party may, by written notice, designate a new address or party to which such notices shall be directed.

The JSC Liaison/POC shall act as the POC for all JSC/MOU-related issues and attend SFEI Board Meetings, as needed.

9. The **LICENSOR** may terminate this **License** and/or **MOU**, in whole or in part, and without cost to **NASA JSC** upon the occurrence of any of the following events:
- a. A failure to comply with any term or condition of this **License** and **MOU**;
  - b. A determination by one of the **NASA** officials identified in 14 CFR §1204.504 (e) (3), that the interests of the National Space Program, the National Defense, or the public welfare require the termination of this **License** and **MOU**. A 30-day notice, in writing, to the **LICENSEE** will be provided if such a determination is made;
  - c. A nonuse of the **License** for a consecutive 6-month period for the purpose of which granted;
  - d. An abandonment of this **License**; or
  - e. The use of the licensed premises for any purpose other than what is specifically permitted by this **License** and **MOU**.
10. The rights granted herein are not assignable.
11. The **LICENSEE** shall be responsible for recording the legal description of the property licensed from **NASA JSC** with the Harris County Recorder's Office and shall provide **NASA JSC** with a copy of the recorded document.
12. At the commencement date of this **License**, a condition report of all personal property and improvements on the licensed premises shall be made by a representative of **LICENSEE**, and an itemized list of all property and improvements shall be provided to a representative of the **LICENSOR** to

account for and reflect the then present condition of said property. The POC's are listed in **item 8. above.**

13. The **LICENSEE** agrees that children of **JSC** Federal employees, including detailed military personnel, shall have first priority, followed by children of **JSC** contractor employees (second priority) in the use of the CCC. The **LICENSEE** agrees that the CCC will be used to provide child care services to children of whom at least 50 percent have one parent or guardian employed by the **Government**; and the child care provider will give priority to Federal employees for available child care services in the space. Families with one or more children already enrolled in the CCC will have the first priority for any additional children. The **LICENSEE** agrees to operate the CCC in a manner that fully complies with the State of Texas certification requirements of the National Association for the Education of Young Children, or other mutually-acceptable certification, and that accommodates the maximum number of children within the limits of that certification.
14. **JSC** shall make available personal property to the **LICENSEE** to be used by the **LICENSEE** in the CCC. Such property shall be documented under applicable procedures and used for the CCC by the **LICENSEE** on a non-interference basis with **JSC**. Any modifications to **Government** or personal property by the **LICENSEE** shall first be approved by the furnishing **JSC** organization director.
15. Any necessary additional **Agreements** relating to the CCC facilities (i.e., property maintenance, repairs, and other services between **JSC** organizations and the **LICENSEE** will be negotiated and approved by the providing **JSC** organization directors.
16. Emergency services such as fire, ambulance, security, and periodic safety inspections of said building shall be furnished by the **Government**. The **LICENSEE** shall provide Emergency Action and Safety and Health Plans. Such plans shall comply with the **JSC** Safety and Health Requirements Handbook and require approval by the Safety and Mission Assurance Directorate.
17. The **LICENSEE** agrees that all news/press statements, arising out of activities to this **Agreement** shall be reviewed and concurred upon by the **JSC** Director, Public Affairs, prior to release.
18. The **LICENSEE** agrees that, for the duration of this **Agreement**, and while on **JSC** premises, its employees, agents, contractors, and subcontractors shall comply with all laws and applicable regulations, instructions, and directives including, but not limited to, security, health, food, water, agricultural, environmental, and safety.
19. As **JSC** is owner of the premises, any permits required by the **LICENSEE** for their operations and activities, may be required to be filed in **JSC**'s name with the **LICENSEE** named as operator.

Accordingly, in coordination and consultation with **JSC**, any required Federal, State, or local (county/city) health, environmental, safety, or other special permits shall be

identified by and documents prepared entirely by the **LICENSEE** for **JSC** review prior to filing. Likewise, **SFEI** shall not enter into any contract with any party that affects **JSC** property without the prior approval of an appropriate **JSC** official.

20. The storage of any hazardous chemicals and wastes on the premises is prohibited.
21. Should any **Governmental** authority or court require corrective action measures for environmental, safety, health, or public nuisance matters resulting from the **LICENSEE** activities on the premises, the corrective actions, including any fines, costs, plans, and studies shall be the responsibility of the **LICENSEE**.
22. U.S. Federal laws shall govern this **Agreement** for all purposes, including, but not limited to, determining its validity, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.
23. Fundraising will be permitted at the CCC facility and in Federal buildings at **JSC** when the fundraising is for the support and benefit of CCC members. Such fundraising events should not take place during the autumn of each year when the **JSC** Combined Federal Campaign is in progress. Fundraising activities outside of the CCC require the approval of the **JSC** Office of Chief Counsel and it must be in accordance with **JSC** policies and procedures. The **JSC** email system cannot be used to publicize fundraiser activities.
24. **JSC**, at its discretion, may use appropriated funds to pay for training for **SFEI** employees, but not above and beyond what is required to run a viable CCC.
25. Both Parties agree to put forth their best efforts and to cooperate in good faith to achieve the objectives of this **Agreement**. However, **JSC**'s resource commitments to the **Agreement** are subject to the availability of appropriated funds, and nothing herein may be construed as implying that Congress will appropriate funds at a later date to discharge **JSC**'s obligations hereunder.

HP 024-92-2517

RP 024-92-251B

Michael L. Coats

Michael L. Coats  
Director  
NASA Lyndon B. Johnson Space Center

6/12/06

Date

Natalie V. Saiz

Natalie V. Saiz  
Director, Human Resources Office

6/12/06

Date

Melanie Saunders

Melanie Saunders  
President, Board of Directors  
Space Family Education, Inc.

6/14/06

Date

Kristy Herring

Kristy Herring  
Facility Director  
JSC Child Care Center

6/14/06

Date

In WITNESS WHEREOF, this instrument is executed by:

FOR: NASA LYNDON B. JOHNSON SPACE CENTER

Michael L. Coats

Michael L. Coats  
Director

6/12/06

Date

FOR: SPACE FAMILY EDUCATION, INC.

Melanie Saunders

Melanie Saunders  
President, Board of Directors

6/14/06

Date

RP 024-92-2519

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Michael L. Coats**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the United States of America, and that he/she executed the same as the act of such Government for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12<sup>th</sup> day of June, 2006.

Barbara R. Grundman  
Notary Public, in and for the State of Texas



My Commission Expires:  
6/19/06

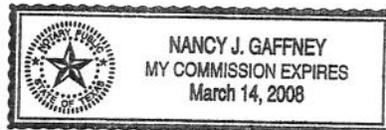
THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Melanie Saunders**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the Space Family Education, Inc., for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14<sup>th</sup> day of JUNE, 2006.

Nancy J. Gaffney  
Notary Public, in and for the State of Texas

My Commission Expires:  
3-14-08



DETERMINATION

Pursuant to NASA's Delegation of Authority to Grant Leaseholds, Permits, and Licenses in Real Property, published at 14 CFR § 1204.504 and NPR 8800.15A, dated September 1, 1998, it is hereby determined that:

1. The interest granted in the said **License** from the NASA LYNDON B. JOHNSON SPACE CENTER to the Space Family Education, Inc., dated 6/12, 2006, for the right to use certain lands of the **Government** is not required for a NASA program; and
2. The **LICENSEE**'s exercise of rights under the said **License** will not interfere with NASA operations.



Michael L. Coats  
Director  
NASA Lyndon B. Johnson Space Center

6/12/06  
Date

HP 024-92-2520

FILED  
2006 JUL 18 PM 4:22  
*Randy B. Keefner*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

024-92-2521

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SPACE FAMILY EDUCATION, INC.  
INFORMATION RESOURCES DIRECTORATE  
CENTER OPERATIONS DIRECTORATE  
AND  
SAFETY AND MISSION ASSURANCE DIRECTORATE  
AT  
NASA LYNDON B. JOHNSON SPACE CENTER  
HOUSTON, TEXAS

1.0 PURPOSE

The purpose of this document is to delineate functional duties and responsibilities of pertinent Johnson Space Center (JSC) organizations and to establish policies and procedures for a working relationship to ensure adequate operational support, as well as design, construction, operations, maintenance, and configuration control of the Building 211 Child Care Center (CCC), and related equipment and systems.

A Memorandum of Understanding (MOU) between the Space Family Education, Inc. (SFEI), and JSC, identifies SFEI as a Texas non-profit corporation and a "LICENSEE" of a child care facility on the JSC site. General Agreements of facilities and operational costs are described in this MOU.

2.0 APPLICABILITY

This document applies to SFEI and to the following JSC organizational elements:

- a. The Center Operations Directorate (COD);
- b. The Safety and Mission Assurance Directorate (S&MA); and
- c. The Information Resources Directorate (IRD).

3.0 POLICY

Funding and implementation of design and construction, which are outlined in the JSC Policy Directive (JPD) 8820.2M, Facility Construction, Rehabilitation, Modification, and Repair, as well as the operations, maintenance, and utilization of all facilities shall be accomplished in accordance with established JSC and NASA Headquarters (HQ) procedures. More specific assignments and Agreements are noted in Section 6.0, Organizational Responsibilities.

4.0 REFERENCES

- a. NASA Procedural Requirement (NPR) 8820.2C, Facility Project Implementation Guide
- b. NPR 8831.2D, Facilities Maintenance Management
- c. JPD 8820.2M, Facility Construction, Rehabilitation, Modification, and Repair
- d. JSC Procedures and Guidelines 5151.2A, JSC Support Contractor Procedures and Guidelines

5.0 DEFINITIONS

- 5.1 Configuration Control – The process of controlling all changes, modifications, and additions to buildings, utility systems, and other equipment by means of authorized approval and adequate documentation.
- 5.2 Logistics Function – The process of stocking adequate spare parts and expendable materials to ensure operating continuity.
- 5.3 Collateral Equipment – Those systems which are considered necessary for the basic, normal facility functions, and which are an integral part of the physical plan and inseparable from them.
- 5.4 Facility Work Requests – (SPICE Electronic System) – System used to submit work orders to request facility design, construction, rehabilitation, modification, and repair providing the cost estimate does not exceed \$500,000.
- 5.5 Work Control Center (WCC) – The organizational unit designated to receive requests for service, repair, or replacement of equipment that malfunctions or fails during operation.
- 5.6 Real Property – The land, buildings, structures, utility systems, and improvements and appurtenances thereto, permanently annexed to land. The term real property also includes installed collateral equipment.

6.0 ORGANIZATIONAL RESPONSIBILITIES

- 6.1 COD will provide the following support:
  - a. Spare parts for buildings, facilities, and systems assigned to COD in **Appendix 1**;
  - b. Rigging and transportation support, when available;
  - c. Office furniture, when available;
  - d. Office equipment and related property and its maintenance on an as-available basis;
  - e. Keys to the facility;
  - f. Badges. Criminal background checks on SFEI employees and applicants for employment;

RF 024-92-2523

- g. Routine solid waste (trash) pickup;
- h. Design and construct new or modify existing facilities, including its collateral equipment. This includes managing technical feasibility studies; developing any required justifications and funding requirements; obtaining any required approvals; managing costs and schedule activities; providing oversight of contractor activities; and assuring technical acceptability of such projects;
- i. Operate utility and other systems, as defined by this **MOU** (see **Appendix 1**);
- j. Develop and implement a maintenance Program for the Government-provided collateral equipment and facilities that is consistent with the maintenance of the other buildings at the JSC facility;
- k. Plan and execute all utility outages in conjunction with utility requirements for other facilities at **JSC**. Prior notification and authorization will be the normal procedure;
- l. Grounds keeping. This includes mowing outside the fenced area at least once per month;
- m. Animal control, including the area within the fenced area and under/around the facility;
- n. Other support functions, as listed in **Appendix 1**;
- o. Scheduled building janitorial/custodial services and associated supplies, as indicated in **Appendix 2**;
- p. Pick up of hazardous chemical and other regulated wastes, including cafeteria grease trap wastes, as may be necessary from the facility;
- q. Emergency Spill Response for the containment and clean-up of chemical spills/releases and other regulated wastes;
- r. Periodically inspect the facility, equipment, cafeteria grease trap(s), and premises for environmental compliance, and evidence of emissions, discharges, leaks, spills/releases, requiring corrective action;
- s. Accompany all Federal, State, and local environmental regulatory personnel during inspections of the facilities;
- t. Review, comment, and provide signature concurrence on drawings and specifications for proposed major modifications to the facility, minor modifications with environmental impact (air-water-soil), and additions of equipment modifications with environmental impacts; and
- u. All required notifications and all applications for permits required by Federal, State, and local (county/city) regulatory agencies.
- v. Modifications that are required to make the facility safe for its intended use, on a case-by-case determination made by JSC.

- w. The SFEI Director will be included in the JSC Emergency Action Team activities and teleconferences in preparation for, and during, emergencies;
- x. Assist in determining environmental controls are formulated and implemented as well as emergency planning and response support.

6.2 S&MA will provide the following support:

- a. Review and provide signature concurrence on drawings and specifications for proposed major modifications to the facility;
- b. Provide consultation on the operation and maintenance of assigned safety equipment lists and systems, and assist in the determination that property safety, health which will be in accordance with JPR 1700.1, the JSC Safety and Health Handbook. .
- c. A Safety Representative from the Safety & Mission Assurance Office shall:
  - i. Act as a Point of Contact for all safety-related issues
  - ii. Conduct regularly scheduled walk-throughs
  - iii. Attend SFEI Board Meetings as needed.
- d. Deleted, same as a. above.

6.3 IRD will provide the following support:

- a. Information systems equipment and its maintenance on an as-available basis;
- b. Mail pick-up and delivery; and
- c. Printing plant services.

6.4 SFEI is responsible for the following:

- a. Providing and maintaining non-collateral equipment;
- b. Deleted from document.
- c. Pest and rodent control within the building.
- d. Replacement of interior light bulbs that can be reached from a 6-foot ladder;
- e. All information necessary for the timely submittal of all regulatory applications, permits, licenses, certifications and registrations, which may pertain to the design, construction, management, operation, maintenance, waste generation and disposal, closure, and restoration of the site upon termination of the **Agreement**;
- f. Complying with all Federal, State, and local (county/city) zoning and land use restrictions, as applicable to the proposed activities;
- g. Retaining professional experts for legal, and business management;

- h. Complying with all health, safety, and environmental regulatory operational requirements for the proposed activities;
- i. The SFEI Board and Director should establish a method to assure the implementation of all safety corrective measures;
- j. SFEI shall notify the JSC Liaison and the JSC Safety Representative of all reportable accidents resulting in injury.
- k. Reimbursing JSC for any waste/effluent disposal or associated transportation costs and/or penalties, fines, or sanctions issued as a result of SFEI's activities;
- l. Complying with any release or disposal requirements required by Governmental agencies; and
- m. Prohibiting the storage of any hazardous wastes or chemicals on the premises.

## 7.0 PROCEDURES

### 7.1 Design and Construction

The procedures for initiating and accomplishing design and construction work in the facilities are explained in Sections 8.0 and 9.0. Each task must be reviewed for the method of implementation, as stated in those sections, as well as the Facility Project Implementation Guide; and Facility Construction, Rehabilitation, Modification, and Repair (NPR 8820.2C and JPD 8820.2M). (See **Section 4.0 a. and c.**).

Emergency actions could circumvent the normal procedures for accomplishment. Verbal instructions, if necessary, will be supplemented later with work order requests. Temporary repairs will be replaced by permanent corrective installations.

### 7.2 Operations and Maintenance

COD, IRD, and S&MA are responsible for operations and maintenance of the physical facility, and of specific equipment in the facilities. Specific responsibilities are outlined in **Appendix 1**. Maintenance of the facility falls within two categories: Preventive Maintenance (PM), and Repair Maintenance (RM), as specified in NPR 8831.2D, Facilities Maintenance Management (see **Section 4.0 b.**).

- a. PM of the facility and the equipment and systems in the facilities will be performed by COD or S&MA on all systems as noted in **Appendix 1**. PM will normally consist of:
  - 1. Lubrication;
  - 2. Adjustment or alignment;
  - 3. Calibration (control instrument calibration); and
  - 4. Replacement of parts (where PM task requires it).

- b. RM, required on a system for which **JSC** is responsible, will normally be performed by contractor crafts persons.

7.3 Configuration Control

- a. S&MA will be responsible for maintaining as-built drawings and configuration control for the fire systems.
- b. All changes and additions to the buildings and basic utility systems will be authorized and documented by COD. As-built drawings of the buildings and utility systems will be maintained by COD. When field changes are made to the original design, the necessary information shall be incorporated into the as-built drawings.

MODIFICATION, CONSTRUCTION, AND REHABILITATION PROJECTS ESTIMATED TO COST LESS THAN \$500,000.

- 7.4 This category of work will be submitted in accordance with JPD 8820.2M (see **Section 4.0 c.**). The requester may be either **SFEI** or COD personnel. The requester shall adequately justify, on the form, the need for such work.

- 7.5 COD shall review each **JSC** Work Order entered in the SPICE system regarding:

- a. The necessity and desirability of the proposed project;
- b. The relative priority which should be assigned to each project;
- c. The proper allocation of funds; and
- d. The availability of funds for the project.

8.0 MODIFICATION, CONSTRUCTION, AND REHABILITATION PROJECTS ESTIMATED TO COST IN EXCESS OF \$500,000.

The category of work must be fully documented and appropriately approved as a Construction of Facilities (CoF) project (reference JPD 8820.2M, see **Section 4.0 c.**). Projects in this category require **NASA HQ** approval. COD shall provide the appropriate **JSC** review, documentation, and coordination for HQ approval.

HP 024-92-2526

This document has been reviewed and accepted by the designated signatures:

Natalie V. Saiz  
Natalie V. Saiz  
Director, Human Resources Office

6/12/06  
Date

Jean E. Carter  
Jean E. Carter  
Director, Information Resources

6/9/2006  
Date

Joel B. Walker  
Joel B. Walker  
Director, Center Operations

6.12.06  
Date

Yolanda Y. Marshall  
Yolanda Y. Marshall  
Director, Safety and Mission Assurance

6/12/06  
Date

Melanie Saunders  
Melanie Saunders  
President, Board of Directors  
Space Family Education, Inc.

6/14/06  
Date

Kristy Hirning  
Kristy Hirning  
Facility Director  
JSC Child Care Facility

6/14/06  
Date

RP 024-92-2527

Anadarko  
Johnson Space Center  
Child Care Facility  
3.28 Acres

Sarah Deel League  
Abstract No. 13

STATE OF TEXAS           §

COUNTY OF HARRIS       §

A **METES AND BOUNDS** description of a certain 3.28 acre (142,728 square feet) tract situated in the Sarah Deel League, Abstract No. 13, Harris County, Texas; being a portion of a called 1020 acre tract conveyed to The United States of America by Instrument recorded in Volume 4885, Page 470 of the Harris County Deed Records; said 3.28 acres being more particularly described as follows with all bearings being based on the Texas State Plane Coordinate System, South Central Zone, NAD 83;

COMMENCING at a copper weld rod stamped "2026" found at an angle point in the northeast line of said 1020 acre tract recorded in Volume 4885, Page 470 of the Harris County Deed Records, from said copper weld rod stamped "2026", a found National Geodetic Survey Monument designated MARS, PID No. AW7004 bears South 48°30'32" West, 4230.21 feet and also from said copper weld rod stamped "2026" a found 1-inch square rod in concrete bears North 56°28'17" West, 6856.91 feet;

THENCE, South 72°36'40" West, 1715.94 feet to the most easterly corner of and the **POINT OF BEGINNING** of the herein described tract;

THENCE, South 23°09'00" West, 375.60 feet to the most southerly corner of the herein described tract, from which a found railroad spike at the intersection of the centerline of pavements of Second Street and Avenue "B" bears South 52°10'19" West, 914.34 feet;

THENCE, North 66°51'00" West, 380.00 feet to the most westerly corner of the herein described tract, from which a found PK Nail at the centerline intersection of the centerline pavements of Link One Street and Avenue "B" bears North 78°25'06" West, 3981.86 feet;

THENCE, North 23°09'00" East, 375.60 feet to the most northerly corner of the herein described tract;

THENCE, South 66°51'00" East, 380.00 feet to the **POINT OF BEGINNING, CONTAINING** 3.28 acres of land in Harris County, Texas as shown on Drawing No. 5927(M) in the offices of Cotton Surveying Company, Houston, Texas.



Revised: May 25, 2006  
SurvProjects\2428\002\Daycare M&B.doc

HP 024-92-2528

APPENDIX 1

CHILD CARE CENTER, BUILDING 211

System	Description	Responsible Organizations			
		JA	IA	NA	SFEI
1.0 BUILDING	Utilities and collateral equipment:	O, RM, PM, L			
1.1 EXTERIOR	Parking lots, walks, building structures, lighting:	RM, PM, L			
1.2 INTERIOR	Walls, Doors, carpets, cabinets, HVAC, plumbing, lighting, (repair only): Replacement of light bulbs/tubes that cannot be replaced from an ordinary 6-foot ladder:	RM, PM, L  RM, PM, L			
1.3 NONCOLLATERAL EQUIPMENT	Washer, Dryer, Kitchen equipment, iceboxes, microwaves, playground equipment:				O, RM, PM, L
1.4 CUSTODIAL	Solid waste disposal service:  Scheduled building custodial service (See Appendix 2): Removal of cafeteria grease trap waste:	O, RM, PM, L  O, RM, PM, L  O, RM, PM, L			
1.5 LANDSCAPING	Landscape maintenance and drainage: Tree care: Grounds maintenance within the fenced area and maintenance of flower beds:	RM, PM, L RM, PM, L			RM, PM, L
1.6 PEST CONTROL	Exterior except fenced playgrounds: (COD) Interior and fenced playgrounds: (SFEI)	RM, PM, L			RM, PM, L
1.7 ANIMAL CONTROL	Interior & exterior to the fenced playgrounds and underneath and around the facilities:	RM, L			

PP 024-92-2531

APPENDIX 1 (Continued)

CHILD CARE CENTER, BUILDING 211

System	Description	Responsible Organizations			
		JA	IA	NA	SFEI
1.8 FIRE SYSTEM	Alarms, sensors, and deluge;  Routine fire safety inspections:			RM, PM, L, O  PM, L	
1.9 INFORMATION SYSTEMS	Equipment, maintenance, and networking:  Printing and mail service:		O, L, RM, PM  O, L		

LEGEND

- O Primary responsibility for operation - not necessarily the only operators.
- PM Preventive Maintenance - This can be traditional PM or the operational maintenance that is performed by the user and customer more to manufacturer's specification and elapsed time. This responsibility includes that of maintaining a CLASS I pressure vessel approval.
- RM Repair Maintenance - Traditional repair and return of the equipment to an operational mode following an unplanned outage or a breakdown. Also includes repair of facility and equipment discrepancies.
- L Logistics Support- Responsibility for obtaining parts and supplies required to perform maintenance.

PP 024-92-2532

APPENDIX 2

SCHEDULE OF ROUTINE CUSTODIAL SERVICES PROVIDED BY JSC  
FOR BUILDING 211 - JSC CHILD CARE FACILITY

SERVICE #	TASK DESCRIPTION	FREQUENCY
(14.2.9.a)	Dust mop or sweep hard floors	Two times per week
(14.2.2)	Perform mirror/glass cleaning in entrances, hallways, and common areas	Two times per week
(14.2.10)	Vacuum all carpets/rugs	Two times per week
(14.2.5)	Clean/service restrooms, medical offices, labs and perform dispenser service	Five times per week
(14.2.14)	Solid waste removal, empty all waste containers within buildings, replace liners (Waste Baskets)	Three times per week
	Long-term supplemental waste removal outside buildings (dumpster service)	Five times per week
(14.2.1)	Clean/disinfect/polish drinking fountains/wash stations	Five times per week
(14.2.8)	Clean Inside/Outside Entrance area floors	Five times per week
(14.2.11)	Machine scrub all restroom floors	One time per month
(14.2.4)	Dusting/Cleaning Entrances, Common Areas, Hallways	One time per month.
(14.3.5)	Strip, Seal, Wax, Finish, Hard Floors	One time per month
(14.3.6)	Carpet Steam Cleaning	One time per month

HP 024-92-2533

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

Return to:  
Kristy Harning  
Director  
SFEL  
JSC Child Care Center, Building 211  
2101 NASA Parkway  
Houston, TX 77058  
Tel 281-792-6031

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

JUL 18 2006



*Beverly L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS