

MEMORANDUM OF AGREEMENT BETWEEN  
Department of the Air Force and Department of the Army, Garrison-Redstone  
For  
United States Space Command Permanent Headquarters Environmental Assessment

**I. PURPOSE:**

This Memorandum of Agreement (MOA) establishes a Cooperating Agency (CA) relationship and is entered into between the Lead Agency, the Department of the Air Force (DAF) and the Cooperating Agency, the Department of the Army, Garrison - Redstone (USAG-Redstone) (hereinafter, the "Parties") concerning their roles and responsibilities relating to preparation of the United States Space Command (USSPACECOM), a Joint Service combatant command, Permanent Headquarters Environmental Assessment (hereinafter the "EA") and associated studies and planning activities. The purpose of this MOA is to document the roles, responsibilities, and commitments of the Lead Agency and Cooperating Agency pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations. Further, this MOA provides a framework for cooperation and coordination between the DAF and USAG-Redstone to facilitate the dual approval by the parties of any findings made at the conclusion of the EA.

**II. STATUTORY AND REGULATORY AUTHORITY:**

WHEREAS, pursuant to NEPA, 42 U.S.C. § 4331(b), the federal government shall use all practicable means to improve and coordinate federal plans, functions, programs and resources to, inter alia, enhance the quality of the environment;

WHEREAS, the Council on Environmental Quality (CEQ) Update to the Regulations Implementing the Procedural Provisions of the National Environmental Policy Act (40 C.F.R. Parts 1500 through 1508), emphasize agency cooperation early in the environmental review process (40 C.F.R. §§ 1501.7 and 1501.8).

WHEREAS, 40 C.F.R. § 1501.7 provides for a Lead Agency that will supervise preparation of an environmental document and which agencies will be Cooperating Agencies;

WHEREAS, pursuant to 32 C.F.R. Part 989, it is the responsibility of the DAF to ensure that the requirements of NEPA and its CEQ regulations are implemented;

WHEREAS, pursuant to 32 C.F.R. Part 651, it is the responsibility of the Army (here, USAG-Redstone) to ensure that the requirements of NEPA and CEQ regulations are implemented;

NOW THEREFORE, the DAF and USAG-Redstone enter into this MOA for the preparation of the NEPA compliant documentation supporting the DAF decision on siting, planning, design, construction, and operation of the USSPACECOM Permanent Headquarters.

**References:**

- a) Secretary of the Air Force Public Affairs news release announcing selection of Redstone Arsenal as the preferred location for the permanent USSPACECOM Headquarters, pending completion of environmental analysis, dated 13 Jan 21.
- b) 40 C.F.R. §§ 1501.7, 1501.8, and 1508.1(e) and (o), on Lead Agencies and Cooperating Agencies in the National Environmental Policy Act Implementing Regulations (40 C.F.R. Parts 1500 – 1508).

- c) DoDI 4000.19, Support Agreements, dated 16 Dec 20.
- d) Title 32 C.F.R. Part 989, [Air Force] Environmental Impact Analysis Process (EIAP).
- e) Title 32 C.F.R. Part 651, Environmental Analysis of Army Actions (AR 200-2).

### **III. AGENCY CONTACTS:**

The following points of contact will be used by the Parties to communicate in the implementation of this MOA on a day-to-day basis. Each Party may change its point of contact as mutually agreed.

#### **For the Air Force:**

Primary MOA POC: Mr. Steven Arenson, SAF/IEI, Deputy Director, Installations Planning, (571) 256-2471, [Steven.Arenson@us.af.mil](mailto:Steven.Arenson@us.af.mil)

MOA Action Officer: Ms. Theresa Yarber, SAF/IEI, Program Analyst, (571) 623-9217, [Theresa.Yarber.1.ctr@us.af.mil](mailto:Theresa.Yarber.1.ctr@us.af.mil)

#### **For USAG-Redstone:**

Primary MOA POC: Mr. A. Keith Cook, Environmental Division Chief, AMIM-REP-E, 256-876-9554 [alfred.k.cook.civ@mail.mil](mailto:alfred.k.cook.civ@mail.mil)

MOA Action Officer: Ms. Allison Guilliams, NEPA Program Manager, AMIM-REP-E, 256-842-6948, [allison.n.guilliams.civ@mail.mil](mailto:allison.n.guilliams.civ@mail.mil)

### **IV. RESPONSIBILITIES OF THE PARTIES:**

To facilitate preparation of the USSPACECOM Permanent Headquarters EA, the Parties hereby commit as follows:

#### **The DAF as Lead Agency will:**

- a) Lead the USSPACECOM Permanent Headquarters EA effort and have the ultimate responsibility for development and approval of the EA strategy, scope of effort and preparation of the NEPA compliant analysis and documentation.
- b) Schedule mutually agreed upon contractor site visit(s) to the Redstone site for EA data collection efforts.
- c) Seek and consider input and recommendations from the USAG-Redstone concerning the nature and scope of surveys and other data collection required to support the EA characterization of the existing environment and analysis of the potential impacts of the stationing, construction, and operation of the USSPACECOM Headquarters.
- d) Provide contract support for USAG-Redstone's participation in coordination/consultation with federal and state regulatory agencies and Native American tribal governments concerning natural and cultural resources potentially affected by the construction and operation of the USSPACECOM Headquarters, including distribution of electronic versions of the draft and final EA (other formats by request).
- e) Review and co-approve principal environmental documents, such as the Description of Proposed Action and Alternatives (DOPAA), and the draft and final versions of the EA and Finding of No Significant Impact (FONSI).
- f) Ensure compliance with Air Force-specific NEPA regulations.

#### **USAG-Redstone as Cooperating Agency will:**

- a) Provide specialized expertise and knowledge regarding the environmental conditions and impacts at the Redstone site; and potential effects on existing and reasonably foreseen future USAG-

Redstone environmental assets and community populations resulting from the stationing, construction, and operation of the USSPACECOM Headquarters.

- b) Provide known baseline environmental information relating to the Redstone site.
- c) Provide visitor passes for contractors gathering EA data and assessment visits.
- d) Participate in EA technical meetings with the DAF and contractor personnel during the course of the site review/data collection effort. The contractor is expected to accomplish data collection/surveys in one site visit.
- e) Participate in follow-on meetings that may be arranged via phone, telecon, or other means of communication.
- f) Conduct coordination/consultation with federal and state regulatory agencies and Native American tribal governments concerning natural and cultural resources potentially affected by the stationing, construction, and operation of the USSPACECOM Headquarters at Redstone Arsenal, Alabama.
- g) Review and comment on draft EA documents prior to public release to reflect the views and concerns of the USAG-Redstone on the adequacy of the NEPA document, alternatives considered, and the anticipated impacts and mitigations.
- h) If necessary, provide USAG-Redstone cost, including man-hours of effort, in support of the preparation of the EA, to assist USSPACECOM in reporting the total cost of EA development.
- i) Review and co-approve principal environmental documents, such as the Description of Proposed Action and Alternatives (DOPAA), and the draft and final versions of the EA and Finding of No Significant Impact (FONSI).
- j) Ensure compliance with Army-specific NEPA regulations.

#### **V. FUNDING AND PERSONNEL:**

- a) Funding Compliance: Nothing in this agreement shall be interpreted to constitute or require an open obligation or payment of funds in violation of any law or regulation, including but not limited to the Anti-Deficiency Act, 31 U.S.C. Code 1341, and Implementing Regulations. All obligations are subject to the availability of funds.
- b) Except as set out above, each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

#### **VI. OTHER PROVISIONS:**

- a) Incorporation into the EA: This MOA shall be incorporated into or referenced in the draft and final EA for public review so that each signatory's respective roles may be implicit.
- b) The DAF acknowledges that its EA must be sufficient to meet the USAG-Redstone's NEPA requirements for its decisions concerning stationing the USSPACECOM Permanent Headquarters. [32 CFR Part 651]
- c) Documenting Disagreement or Inconsistency: Where the DAF and USAG-Redstone disagree on substantive elements of the EA, and these disagreements cannot be resolved, the DAF will include a summary of the dissenting views in the draft and final EAs.
- d) Disputes: Any disputes relating to the MOA, subject to any applicable law, executive order, directive, or instruction will be resolved by consultation between the Parties or in accordance with DoDI 4000.19.
- e) No Real Property Statement: Specific agreements for the acquisition or sustainment of real property will be addressed in other documents, as required.

**VII. IMPLEMENTATION, AMENDMENT, AND TERMINATION:**


- a) All day-to-day informal communications will be between the points of contact understood to be the Parties' execution levels. Formal correspondence will be between the signatories on this Cooperating Agency MOA.
- b) It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.
- c) Nothing in this agreement will abridge or amend the authorities and responsibilities of the DAF nor the USAG-Redstone or any other party on any matter under their respective jurisdictions.
- d) This MOA may be jointly reviewed by request of any of the Parties and may only be modified by mutual written consent of the undersigned.
- e) This agreement is not transferable except with the written consent of the Parties.
- f) This MOA shall expire upon signing of the Final EA Finding. This MOA may be terminated by either Party by giving at least ten days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

**VIII. APPROVAL:**

In signing this MOA, the undersigned recognize and accept the roles and responsibilities assigned to each Party. Each of the Parties agrees to pursue maximum cooperation and communication to ensure that the EA fully complies with all applicable federal requirements and minimizes duplication of effort. The Parties hereto have executed this MOA as of the dates shown below, and the MOA becomes effective beginning on the day after the last Party signs.

\_\_\_\_\_ Date

Robert E. Moriarty, P.E., SES  
Deputy Assistant Secretary of the Air Force  
(Installations)

 \_\_\_\_\_ 4/14/21 Date

Glenn O. Mellor  
Colonel, US Army  
Garrison Commander