

## **Appendix C**

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### **Cooperating Agency Letters**

- **Bureau of Land Management (BLM)**
- **Federal Aviation Administration (FAA)**

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INTERAGENCY AGREEMENT  
BETWEEN  
MARINE CORPS INSTALLATIONS - WEST  
AND  
CALIFORNIA STATE OFFICE BUREAU OF LAND MANAGEMENT  
GOVERNING COORDINATION OF  
MARINE CORPS MILITARY TRAINING ACTIVITIES ON  
BUREAU OF LAND MANAGEMENT LAND IN CALIFORNIA

I. PARTIES TO THE AGREEMENT

This Interagency Agreement (herein Agreement) is made by and between the United States Marine Corps (herein USMC) and the California State Office, Bureau of Land Management (herein BLM) to provide for the coordination of Marine Corps training activities on land under the management and control of the BLM in the State of California.

II. PREAMBLE

WHEREAS USMC trains military personnel in the State of California to maintain mission ready status in their assigned units;

WHEREAS USMC has evolving training needs that require the use or acquisition of non-Department of Defense land within the State of California for the foreseeable future;

WHEREAS USMC preference is for the use or acquisition of other Federal public lands within the State of California to meet its training needs;

WHEREAS BLM is responsible for and has jurisdiction over the use and management of certain public lands within the State of California;

WHEREAS BLM is responsible for processing public land withdrawal applications from other Federal agencies and is responsible for submitting preliminary findings and recommendations on such applications to the Secretary of the Interior per 43 C.F.R. Part 2300;

WHEREAS BLM has unique knowledge of the public lands under its control and has the expertise essential to USMC for evaluating appropriate parcels of land to meet USMC training needs;

WHEREAS USMC and BLM recognize the importance of government-to-government relations with American Indians and the participation of American Indians in any consideration of USMC use or acquisition of BLM controlled land in the State of California;

WHEREAS the Economy Act (31 USC 1535, as amended) allows a Federal agency to enter into an agreement with another Federal agency for services;

WHEREAS USMC will require the cooperation, coordination, and assistance of BLM in any use or acquisition of BLM land for USMC military training, including compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321-4370f, for environmental analyses and the Engle Act, 43 U.S.C. §§ 155-158, for public land withdrawals;

NOW, THEREFORE, the parties agree to work cooperatively in the following manner:

### III. AUTHORITY FOR ENTERING INTO THIS AGREEMENT

The parties enter into this Agreement in accordance with Sections 155-158 of the Engle Act of 1958 (43 USC §§ 155-158), 10 USC § 5013, and the Economy Act (31 USC § 1535).

### IV. PURPOSE

The purpose of this Agreement is to facilitate the use or acquisition of BLM controlled land in the State of California by USMC for military training purposes while meeting the requirements of the National Environmental Policy Act, the Federal Land Policy and Management Act, and the Engle Act.

### V. RESPONSIBILITIES

#### 1. USMC and BLM together will:

a. Cooperate on any environmental analysis of a proposed use or acquisition of BLM controlled land by USMC for military training in compliance with NEPA;

b. When applicable, follow procedures necessary to withdraw public land for military purposes per the Engle Act and compliance with NEPA.

c. Establish separate interagency agreements covering specific individual projects relating to USMC use or acquisition of BLM controlled land in the State of California.

d. Exchange relevant unclassified information in an open, timely, and cooperative manner.

2. USMC will:

a. Communicate the execution of this Agreement to those elements throughout its chain of command working to complete tasks associated with any project involving the use or acquisition of BLM controlled land within the State of California for military training purposes.

b. Designate a point of contact for the implementation of this Agreement.

c. Act as the Lead Agency for any NEPA documents produced in support of USMC proposed use or acquisition of BLM controlled land in the State of California.

3. BLM will:

a. Communicate execution of this Agreement to the appropriate district, state and headquarters offices of the Department of the Interior.

b. Designate a point of contact for the implementation of this Agreement.

c. Act as a Cooperating Agency for any NEPA documents produced in support of USMC proposed use or acquisition of BLM controlled land in the State of California.

VI. FINANCIAL ADMINISTRATION

1. Subject to availability of funds, USMC agrees to reimburse BLM for all costs incurred in furtherance of the bona fide needs of the USMC, including the prevailing indirect cost rate under this Agreement or any subsequent agreement, for analyses associated with any use or acquisition of BLM administered land in the State of California by USMC for military training purposes. BLM shall remain responsible for all costs associated with the mission funded activities of the BLM. BLM will provide an initial cost estimate within 30 days of the execution of any project specific agreement entered into by the Parties to this

Agreement; this cost estimate will itemize the types of expenses (e.g., personnel, travel, etc.).

2. USMC shall prepare a Statement of Work to describe the assistance needed and use a Military Interdepartmental Purchase Requests (MIPR) to authorize the expenditure of a fixed amount of funds by BLM on a reimbursable basis. The USMC financial point of contact will be specified on each MIPR. BLM shall sign and return acceptance forms to confirm their ability to provide the services requested. BLM will notify USMC on a quarterly basis when expenditures occur and provide expenditure records when requested by USMC.

3. BLM will base salary expenditures for governmental employees according to General Schedule plus fringe benefits and leave surcharge. Travel expenses will comply with Federal Travel Regulations.

#### VII. DISPUTE RESOLUTION

1. Either Party to this Agreement may provide the other Party written notice of a dispute concerning the implementation of this Agreement. The Parties will attempt to resolve any such dispute informally.

2. If disputes cannot be informally resolved after 15 days following written notice of a dispute, either signatory of this Agreement may request elevation of the matter to their higher headquarters for resolution by issuing a written statement of dispute.

#### VIII. CONDITIONS - Both parties understand and mutually agree:

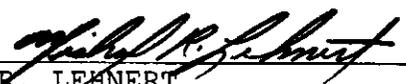
1. Implementation of this Agreement is of mutual benefit;
2. BLM will not undertake any activities at the expense of USMC in advance of the complete execution of necessary funding documents;
3. This Agreement does not constitute a commitment of funds, and that performance under this agreement by either party is dependant upon lawful appropriation, availability, and allocation of funds by proper authorities;
4. This Agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties hereto;

5. USMC and BLM shall execute separate sub-agreements for any services beyond the scope of this Agreement;

6. Any documents or data exchange between the Parties to the Agreement will not be released to a third party unless the designated representative of the party that generated the document or data approves the release;

7. Nothing herein contained shall be construed as limiting or affecting in any way the vested or delegated authority of the USMC and BLM;

8. This agreement becomes effective when signed by all parties and shall remain in full force and effect until terminated by either party upon 45 days notice, in writing, given to the other party.

  
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MICHAEL R. LEHNERT  
Major General, USMC  
Commanding General  
Marine Corps Installations - West

15 SEP 08  
Date

  
\_\_\_\_\_  
MICHAEL POOL  
Director  
California State Office  
Bureau of Land Management

9/12/08  
Date



**UNITED STATES MARINE CORPS**  
MARINE AIR GROUND TASK FORCE TRAINING COMMAND  
MARINE CORPS AIR GROUND COMBAT CENTER  
BOX 788100  
TWENTYNINE PALMS, CALIFORNIA 92278-8100

5000  
CG  
OCT 08 2008

Ms. Nancy B. Kalinowski  
Director, Office of System Operations Airspace and Aeronautical  
Information Management (AIM)  
Federal Aviation Administration  
800 Independence Ave., SW  
Washington, DC 20591

Dear Ms. Kalinowski:

SUBJECT: COOPERATING AGENCY INVITATION

Pursuant to the National Environmental Policy Act (NEPA), the Department of the Navy (DON) is preparing an Environmental Impact Statement (EIS) to study proposed land acquisition and airspace establishment alternatives to meet Marine Corps Marine Expeditionary Brigade (MEB) sustained, combined arms, live-fire and maneuver training requirements. I invite the Federal Aviation Administration (FAA) to actively participate with the DON as a federal cooperating agency in the preparation of analyses and documentation required by NEPA. With FAA's cooperation and expertise, DON's goal is to prepare an EIS that is fully sufficient, in both scope and content, for decision-making relative to Special Use Airspace.

The Marine Corps is the nation's expeditionary force in readiness and must train as it fights to successfully deploy Marines immediately anywhere in the world to meet United States national defense requirements. Based upon the capabilities of our adversaries, the increased ranges of new weapons and battlefield transportation systems, and continuously-improved warfighting doctrine, the Marine Corps created MEB training requirements to ensure our Marines deploy with the realistic training they require to win in combat.

Currently, no Department of Defense facility is large and capable enough to provide MEB sustained, combined arms, live-fire and maneuver training. The Marine Corps Air Ground Combat Center at Twentynine Palms, California, would best provide the training. However, it currently has insufficient military range land and associated airspace to meet MEB training requirements. This is why the DON's EIS is studying alternatives to meet MEB training requirements.

The DON requested the Bureau of Land Management to withdraw approximately 421,270 acres of land, known as the Western, Southern, and Eastern expansion areas from the Public Domain on behalf of the DON, United States Marine Corps for use as a military training range by the United States Marine Corps. The enclosure depicts the study area locations.

If the FAA accepts this invitation to participate as a cooperating agency in the EIS, I would appreciate your office designating an FAA point of contact to, among other things, work with staff and stakeholders to disclose relevant information early in the analytical process, apply available technical expertise and staff support, avoid duplication of effort, and address intergovernmental issues.

I appreciate your consideration of this request and look forward to your response. Should you have questions or need additional information, please contact Mr. Joseph Ross, Land Acquisition Program Manager, Marine Corps Air Ground Combat Center/Marine Air Ground Task Force Training Command, at: (760)830-7683 or by e-mail at: joseph.ross@usmc.mil.

Sincerely,



R. J. ABLITT  
Chief of Staff  
U.S. Marine Corps

Enclosure: 1. Study Area Map

CC.:  
LtCol D.K. Switzer  
Federal Aviation Administration  
ANM-903  
1601 Lind Ave SW  
Renton, WA 98057



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

DEC 04 2008

Mr. R. J. Abblitt  
Chief of Staff  
U. S. Marine Corps  
Marine Air Ground Task Force Training Command  
Marine Corps Air Ground Combat Center  
P.O. Box 788100  
Twentynine Palms, CA 92278-8100

Dear Mr. Abblitt:

Thank you for your letter of October 8, 2008 requesting the Federal Aviation Administration participate as a Cooperating Agency in the Environmental Impact Statement (EIS) for the proposed land acquisition and airspace establishment to meet Marine Corps Marine Expeditionary Brigade (MEB) sustained, combined arms, live-fire and maneuver training requirements.

The FAA is pleased to participate in the EIS process in accordance with the National Environmental Policy Act of 1969 as amended, and its implementing regulations. Since the proposal contemplates Special Use Airspace (SUA), the FAA will cooperate following the guidelines described in the Memorandum of Understanding between the FAA and the Department of Defense Concerning SUA Environmental Actions, dated October 4, 2005.

Modification of the SUA in the State of California resides under the jurisdiction of the Western Service Area, Operations Support Group, in Renton, Washington; therefore the Western Service Area will be the primary focal point for matters related to both airspace and environmental matters. Mr. Clark Desing is the Manager of the Operations Support Group. FAA Order 7400.2, Chapter 32 indicates these processes should be conducted in tandem as much as possible; however, they are separate processes. Approval of either the aeronautical process or the environmental process does not automatically indicate approval of the entire proposal.

A copy of the incoming correspondence and this response is being forwarded to Mr. Desing. At your earliest convenience, please contact the Western Service Area at (425) 203-4500 to be assigned airspace and environmental points of contact for further processing of your proposal.

Sincerely,

Roger A. Dean  
Acting Director, System Operations Airspace & Aeronautical Information Management  
Air Traffic Organization