

DRAFT
PROGRAMMATIC AGREEMENT
AMONG
THE UNITED STATES SPACE FORCE
CAPE CANAVERAL SPACE FORCE STATION,
FLORIDA STATE HISTORIC PRESERVATION OFFICER,
AND SPACE EXPLORATION TECHNOLOGIES CORP.
REGARDING
THE ASSESSMENT OF ADVERSE EFFECTS FOR
SPACEX STARSHIP-SUPER HEAVY OPERATIONS AT
SPACE LAUNCH COMPLEX 37, BREVARD COUNTY, FLORIDA

WHEREAS, the United States Space Force (USSF) Space Launch Delta (SLD) 45 at Cape Canaveral Space Force Station (CCSFS) plans to execute real property agreements with Space Exploration Technologies Corp. (SpaceX) to allow SpaceX to use Space Launch Complex 37 (SLC-37) to support Starship-Super Heavy (SSH) operations at CCSFS in Brevard County, Florida; and

WHEREAS, SLD 45 has determined that its execution of real property agreements is an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code [U.S.C.] § 306108) and its implementing regulations, 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, SpaceX SSH construction and operations at SLC-37, subsequent to the real property agreements, are considered part of the Undertaking and include redeveloping SLC-37 to support SSH launch and landing operations, launching of the SSH from SLC-37, landing of the Starship and Super Heavy Booster at SLC-37, landing of the Starship and Super Heavy Booster on droneships in the Atlantic, Pacific and Indian Oceans, expenditure of the vehicles and components in the Atlantic Ocean, and static fire activities; and

WHEREAS, the Federal Aviation Administration (FAA) may issue or modify a vehicle operator license for SpaceX under 14 CFR Part 450 “Launch and Reentry License Requirements” and the National Aeronautics and Space Administration (NASA) may grant permission for SpaceX to perform roadway construction in existing road right-of-way on the grounds of the Kennedy Space Center, resulting in both federal agencies having a Section 106 responsibility to enable SSH operations at SLC-37, and they have agreed that SLD 45 will act on their behalf, fulfilling their collective responsibilities under Section 106 (36 CFR 800.2(a)(2)); and

WHEREAS, the FAA requires SpaceX to maintain insurance in the event their operations result in claims of property damage (14 CFR Part 440); and

WHEREAS, NASA reviewed the proposed Kennedy Space Center roadway construction and found it would all take place within existing right-of-way, the majority of which has been subject to archaeological investigation, and there are no archaeological sites eligible for the National Register of Historic Places (NRHP) within the construction footprint, and that the proposed work would fall under the Programmatic Allowances in NASA’s 2009 “Programmatic Agreement

1 Among NASA John F. Kennedy Space Center, Advisory Council on Historic Preservation, and
2 the Florida State Historic Preservation Officer Regarding Management of Historic Properties at
3 the Kennedy Space Center, Florida,” and requires no further consultation; and

4 **WHEREAS**, “Consulting Parties” are those that have consultative roles in the Section 106
5 process, inclusive of Signatories, Invited Signatories, and Concurring Parties; and

6 **WHEREAS**, “Signatories” as defined in 36 CFR 800.6(c)(1) have the sole authority to execute,
7 amend, or terminate this agreement, and “Invited Signatories” as defined in 36 CFR 800.6(c)(2)
8 have the same rights with regard to seeking amendment or termination of this agreement as the
9 Signatories; and

10 **WHEREAS**, “Concurring Parties” are asked to concur with the agreement, indicating
11 acceptance of the process leading to the PA, but cannot prevent the PA from being executed,
12 amended, or terminated; and

13 **WHEREAS**, the refusal of any Invited Signatory or Concurring Party invited to concur does not
14 invalidate the PA (36 CFR 800.6(c)(3)); and

15 **WHEREAS**, SLD 45 has invited SpaceX to sign this PA as an Invited Signatory because
16 SpaceX, as the project proponent, has obligations including a financial and operational role in
17 avoidance, minimization, and mitigation measures to fulfill commitments made in this PA; and

18 **WHEREAS**, SLD 45 has invited the FAA to sign this PA as a Concurring Party because the
19 FAA has a Federal action to issue a vehicle operator license to SpaceX for SSH non-Department
20 of Defense operations at SLC-37; and

21 **WHEREAS**, SLD 45 has invited NASA to sign this PA as a Concurring Party because NASA
22 has a Federal action to grant permission for SpaceX to perform roadway construction in existing
23 road right-of-way on the grounds of the Kennedy Space Center to enable operations at SLC-37;
24 and

25 **WHEREAS**, SLD 45 has invited additional Concurring Parties (Attachment B) to participate in
26 consultation for this PA because they have a demonstrated interest in the Undertaking; and

27 **WHEREAS**, SLD 45 recognizes the Seminole Tribe of Florida, Miccosukee Tribe of Indians of
28 Florida, and Seminole Nation of Oklahoma (hereafter collectively referred to as “Tribes”) may
29 attach religious or cultural significance to historic properties that have the potential to be affected
30 by the Undertaking pursuant to 36 CFR § 800.2(c)(2) and has invited the Tribes to participate in
31 the development of this PA; and

32 **WHEREAS**, SLD 45 acknowledges that the Federal Government has a special and unique
33 relationship with Tribes as set forth in the Constitution of the United States, treaties, statutes, and
34 court decisions, and that consultation with Tribes should be conducted in a sensitive manner
35 respectful of Tribal sovereignty and nothing in this Agreement alters, amends, repeals, interprets,
36 or modifies Tribal sovereignty, treaty rights, or other rights of a Tribe, or preempts, modifies, or
37 limits the exercise of such rights, as set forth in 36 C.F.R. § 800.2(c)(2)(ii)(B)v; and

1 **WHEREAS**, SLD 45, in coordination with the FAA and in consultation with the Florida State
2 Historic Preservation Officer (SHPO), has determined the Area of Potential Effects (APE)
3 encompasses 1,325,048 acres of terrestrial and submerged areas, including 130,778 acres on land
4 and 1,194,270 acres over water, and developed this APE by considering the possible visual,
5 auditory, vibratory, and sonic boom overpressure effects of SSH activities for any area subjected
6 to overpressure levels greater than or equal to 2 pounds per square foot (psf) associated with
7 sonic booms under annual mean weather conditions for the range of SSH launch/landing
8 activities (Attachment A); and

9 **WHEREAS**, SLD 45, in consultation with the SHPO, has made a reasonable and good faith
10 effort to identify historic properties in the APE through background research, consultation with
11 interested parties, and limited field survey (see *SpaceX Starship-Super Heavy Cape Canaveral*
12 *Space Force Station SLC-37 Historic Structures Survey Report* [2025] and *SpaceX Starship-*
13 *Super Heavy Cape Canaveral Space Force Station SLC-37 Archaeology Survey Report* [2025]
14 for a complete listing of these historic properties); and

15 **WHEREAS**, SLD 45 has determined the Undertaking will have no adverse effect on the SLC-37
16 Launch Control Center, also known as the Blockhouse and Facility 33000 (Florida Master Sites
17 File [FMSF] BR02790), a historic property eligible for listing in the National Register of
18 Historic Places (NRHP); and

19 **WHEREAS**, SLD 45 has determined the Undertaking will have no adverse effect on the Cape
20 Canaveral Air Force Station National Historic Landmark (NHL) District (FMSF No. BR00216)
21 and has invited the National Park Service (NPS) Interior Region 2, as the official representative
22 of the Secretary of the Interior, to sign this PA as a Concurring Party; and

23 **WHEREAS**, SLD 45 has determined that SSH construction at SLC-37 will have no adverse
24 effects on historic properties and no further effects assessment for those actions is needed; and

25 **WHEREAS**, SLD 45, in consultation with the SHPO, has determined that because of the
26 unprecedented nature of SSH operational activities, the assessment of their effects on historic
27 properties cannot be fully known prior to approval of the Undertaking and, in accordance with 36
28 CFR § 800.14(b)(1)(ii), has stipulated a process to assess potential effects and resolve any
29 adverse effects on historic properties in this PA; and

30 **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), SLD 45 notified the Advisory Council
31 on Historic Preservation (ACHP) of its effect determination and invited the ACHP to participate
32 in the development of this PA pursuant to 36 C.F.R. § 800.6(a)(1)(i)(C) and the ACHP replied on
33 August 14, 2025, that because they did not respond within fifteen (15) days with a decision
34 regarding their nonparticipation, they assumed the Federal agency continued the consultation to
35 resolve adverse effects but noted that they may reconsider if the SHPO, a Tribal Historic
36 Preservation Officer, affected Indian Tribe, consulting party, or other party requests their
37 participation; and

38 **WHEREAS**, per 36 CFR § 800.2(d), SLD 45 sought and considered the views of the public
39 regarding the Undertaking through public meetings held as part of the NEPA process and
40 afforded the public an opportunity to provide input on this PA by making the draft available for

review on SLD 45's public-facing environmental website (<https://www.patrick.spaceforce.mil/Resources/Environmental-Information/>) and the SpaceX SSH Environmental Impact Statement webpage (<https://spaceforcestarshipecs.com/>); and

WHEREAS, all references to days in this PA are calendar days;

NOW, THEREFORE, SLD 45, the SHPO, and SpaceX agree that the Undertaking will be implemented in accordance with the following stipulations to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

SLD 45 will ensure the following measures are carried out:

I. ROLES AND RESPONSIBILITIES

A. SLD 45, as the lead Federal agency for Section 106, will:

1. Fulfill the collective Section 106 responsibilities for the Undertaking on behalf of FAA and NASA.
2. Ensure the terms of the PA are carried out through the SLD 45 Cultural Resources Manager (CRM) or the installation's designee. The CRM will engage with SLD 45 leadership for additional guidance and support as needed.
3. Distribute official correspondence, reports, and documentation to all the Consulting Parties.
4. Schedule and lead any meetings with the Consulting Parties.
5. Review and approve any reports and documentation prepared in fulfillment of stipulations in this PA.
6. Make determinations of eligibility and findings of effect for proposed actions after consulting with the parties to this PA.
7. Develop monitoring plans, as needed.
8. Direct the implementation of any stipulated avoidance or minimization measures.

B. SpaceX, as the Project Proponent, will:

1. Fund any surveys and monitoring that may be required by this PA, including any subsequent reports and documentation, and ensure they follow the requirements of Stipulation II, under the direction of SLD 45.
2. Submit all required documentation directly to the SLD 45 CRM and address all of their concerns prior to SLD 45's distribution of the materials to the Consulting Parties.
3. Implement any stipulated avoidance or minimization measures, under the direction of SLD 45.

II. PROFESSIONAL QUALIFICATIONS

A. All cultural resources work and recommendations for Section 106 findings and determinations made under this PA will be conducted by or under the direct supervision of an individual(s) who meets the appropriate Secretary of the Interior Professional

1 Qualification Standards for Archaeology, Architectural History, or Historic Architecture
2 (36 CFR § 800.2(a)(1) and 48 Federal Register [FR] 44738-39).

- 3 B. All engineering-related work conducted under this PA, such as vibration monitoring, will
4 be conducted by a qualified professional engineer appropriate to the type of work
5 specified, working in coordination with the cultural resources professionals.

6 **III. ASSESSMENT OF EFFECTS**

- 7 A. To assess the potential for adverse effects to historic properties from SSH operations,
8 SLD 45 will review previous reports and information on and results from monitoring of
9 sonic boom overpressure and vibration from SSH operational activities at other
10 geographically similar locations across a representative sample of psf ranges. SLD 45
11 will rely on professional reports that evaluate the effects of overpressure and vibration on
12 archaeological sites and historic buildings and structures. SLD 45 will use reports that are
13 completed and become available prior to SSH launch operations beginning at SLC-37.
14 SLD 45 will share the results of these reports with the Consulting Parties and discuss the
15 potential effects on historic properties with them.
- 16 B. SLD 45 will make a finding of effect for the proposed action, based on these previous
17 monitoring reports and discussions with the Consulting Parties, at least three (3) months
18 before SSH launch operations begin at SLC-37.
- 19 C. If no monitoring reports for sonic boom overpressure and vibration from SSH activities
20 are available by three (3) months before SSH launch operations begin at SLC-37, SLD 45
21 will develop a monitoring plan in consultation with the Consulting Parties to conduct
22 sonic boom overpressure and vibration monitoring across a representative sample of psf
23 ranges within the APE. The monitoring plan will identify selected archaeological sites
24 and historic buildings and structures to be monitored, as well as the number of sonic
25 boom overpressure and vibration events to be monitored. SLD 45 will have their
26 monitoring plan in place and baseline data collected, as needed, by the time SSH launch
27 operations begin at SLC-37.
- 28 D. Once a monitoring plan is in effect for SSH launch operations at SLC-37 and SLD 45 has
29 sufficient information, they will share the results with the Consulting Parties and discuss
30 the potential effects on historic properties with them. SLD 45 will then make a finding of
31 effects for the proposed action based on their monitoring reports and discussion with the
32 Consulting Parties.
- 33 E. If SLD 45 initially finds a potential adverse effect, they may seek avoidance and
34 minimization measures that, when implemented by SpaceX, would result in a finding of
35 no adverse effect. If archeological resources of significance to one or more Tribes are
36 subject to potential adverse effects, then SLD 45 will consult with the appropriate
37 Tribe(s) on the proposed avoidance and minimization measures to ensure they adequately
38 address effects on these resources. SLD 45 will also consult with the appropriate Tribe(s)
39 on their finding of effect for resources of significance to them and allow them to review
40 and comment on the finding of effect.

1 F. If the SHPO concurs with SLD 45's finding of no adverse effect, no further action is
2 required. SLD 45 will ensure that any specified avoidance and minimization measures are
3 implemented by SpaceX.

4 G. If the SHPO does not concur with the finding of no adverse effect or if sufficient
5 avoidance and minimization efforts are not feasible to avoid an adverse effect, SLD 45
6 will resolve the adverse effect in accordance with Stipulation IV.

7 **IV. RESOLUTION OF ADVERSE EFFECTS**

8 Any adverse effects would be resolved through the standard process provided in 36 CFR § 800.6,
9 to include development of any Memorandum of Agreement (MOA).

10 **V. TRIBAL CONSULTATION PROTOCOLS**

11 A. SLD 45 shall afford the Tribes a reasonable and meaningful opportunity to be involved in
12 the implementation of commitments; in the development of deliverables as called for in
13 this Agreement; and to review and comment on any draft plan, report, or deliverable
14 associated with the Undertaking, including but not limited to, documentation related to
15 the identification and evaluation of historic properties of religious and cultural
16 significance to the Tribes, assessment of effects, evaluation of alternatives to avoid or
17 minimize adverse effects, development of appropriate mitigation actions, and disposition
18 and treatment of human remains and objects under the Native American Graves
19 Protection and Repatriation Act of 1990 (NAGPRA) and Section 872.05, *Florida*
20 *Statutes*, "Unmarked Human Burials."

21 B. SLD 45 shall respond to any request made by a federally recognized Tribe for
22 government-to-government consultation and/or confidentiality regarding their concerns
23 about the effects of the Undertaking on properties of religious and cultural significance to
24 the Tribe.

25 **VI. POST-AGREEMENT DISCOVERIES**

26 If any known historic properties in the APE experience unanticipated effects (that is, effects not
27 addressed in this PA), or if suspected historic properties or human remains are discovered during
28 construction for or operation of SSH at SLC-37, then any party that makes the discovery will
29 immediately notify the SLD 45 Cultural Resources Manager of such effects or discoveries.

30 A. If unanticipated effects to historic properties in the APE are discovered:

- 31 1. Immediately upon receiving notification of unanticipated effects, SLD 45 will direct
32 SpaceX to implement interim measures to protect the affected historic property from
33 further damage. If the affected historic property is outside of SLD 45 jurisdiction,
34 SpaceX will be responsible for gaining property owner permission to protect the
35 historic property. All SSH activities causing the unanticipated adverse effect will
36 cease in order to avoid or minimize harm to the property. SpaceX will have 24 hours
37 to comply. Other SSH activities unrelated to the unanticipated adverse effect are not
38 subject to this stipulation.

2. SLD 45 will notify the Consulting Parties within two (2) days after being informed of unanticipated effects to historic property(s). This notification will include details regarding the historic property's NRHP eligibility and character-defining features and describe effects to the historic property.
3. SLD 45 will include their initial finding of whether the unanticipated effect is adverse or not. The SHPO will be provided two (2) days, upon confirmed receipt, to review and respond to the finding of effect.
4. If SLD 45 finds the unanticipated effect is not adverse and the SHPO concurs, no further action is required. The interim protection actions can be removed and activities related to the Undertaking can resume.
5. If the historic properties subject to unanticipated effects are of significance to one or more of the Tribes and the Tribe(s) disagrees with SLD 45's finding of no adverse effect, SLD 45 will immediately notify the SHPO that the Tribe(s) has objected and will consult with the Tribe(s) to decide if the finding of effect should be revised or should incorporate avoidance or minimization measures. If SLD 45 revises their finding of effect after consultation with the Tribe(s), they must provide the SHPO and the other Consulting Parties with the revised effect finding within the two (2) day review period in Stipulation VI.A.3.
6. If the SHPO does not concur with the finding of no adverse effect or if SLD 45 finds the unanticipated effect is adverse, they will consult to resolve the adverse effect in compliance with Stipulation IV.
7. The SSH activities found to cause the unanticipated adverse effect may not resume until after agreement is reached on the resolution of those adverse effects. Other SSH activities unrelated to the unanticipated adverse effect are not subject to this stipulation.

B. If suspected historic properties are newly discovered within CCSFS:

1. Immediately upon receiving notification of a newly discovered suspected historic property, SLD 45 will direct SpaceX to implement interim measures to protect the potential historic property from damage. If the newly discovered suspected historic property is outside of SLD 45 jurisdiction, SpaceX will be responsible for gaining property owner permission to protect the historic property. All activities related to the Undertaking within one hundred (100) feet of the discovery will cease in order to avoid or minimize harm to the property. SpaceX will have 24 hours to comply.
2. SLD 45 may assume a newly discovered suspected historic property is eligible for inclusion in the NRHP for purposes of this Undertaking to expedite the consultation process. Otherwise, SLD 45 will make an initial determination of eligibility within two (2) days of receiving notification of a newly discovered suspected historic property and will submit its NRHP eligibility determination to the Consulting Parties. The SHPO will then have two (2) days to review and respond to the determination.
 - a) If, after reviewing any Consulting Party comments received, SLD 45 determines that the property is not eligible as a historic property and the SHPO concurs, then

1 the interim protection actions can be removed and activities related to the
2 Undertaking can resume.

3 b) If, after reviewing any Consulting Party comments received, SLD 45 determines
4 that the property is eligible as a historic property and the SHPO concurs, SLD 45
5 will consult with the Consulting Parties to assess the effects from the
6 Undertaking, including if the Undertaking can avoid or minimize harm to the
7 property.

8 c) If SLD 45 and the SHPO fail to reach an agreement on the eligibility status of a
9 property, then SLD 45 will submit a letter of request for a determination of
10 eligibility, along with the required information specified in 36 CFR 63.2(d), to the
11 Keeper of the NRHP.

12 d) If SLD 45 finds that the Undertaking will have no adverse effects on the newly
13 discovered historic property and the SHPO concurs, no further action is required.
14 The interim protection actions can be removed and activities related to the
15 Undertaking within the one hundred (100) foot buffer can resume.

16 e) If the SHPO does not concur with the finding of no adverse effect or if SLD 45
17 concludes that avoidance and minimization is not feasible and the Undertaking
18 will have an adverse effect on the newly discovered historic property, they will
19 resolve the adverse effect in compliance with Stipulation IV.

20 f) The Undertaking's activities found to cause the adverse effect on the newly
21 discovered historic property may not resume until after agreement is reached on
22 the resolution of those adverse effects. Other Undertaking activities unrelated to
23 the adverse effect on the newly discovered historic property are not subject to this
24 stipulation.

25 C. If human remains are discovered:

26 1. For human remains or cultural items discovered on CCSFS, SLD 45 will treat them
27 according to the requirements and procedures of NAGPRA and its implementing
28 regulation at 43 CFR Part 10, and Section 7.4 of the Integrated Cultural Resources
29 Management Plan (ICRMP) for SLD 45, summarized below.

30 2. SLD 45 will immediately notify the SHPO and the Tribes.

31 3. If the SLD 45 Cultural Resources Manager, with the assistance of a forensic
32 anthropologist or other qualified professional, determines that the human remains are
33 of Native American origin, SLD 45 will initiate consultation with the Tribes per
34 NAGPRA (43 CFR § 10), which will include a draft plan of action.

35 4. SLD 45 will assist the tribes to implement the plan of action and will direct SpaceX to
36 participate if needed.

- 1 5. If the SLD 45 Cultural Resources Manager, with the assistance of the coroner,
2 forensic anthropologist or other qualified professional, determines that the human
3 remains are recent, then the issue becomes a matter for law enforcement officials and
4 there are no further cultural resources responsibilities.
- 5 6. For human remains and cultural items discovered on non-CCSFS federal lands, SLD
6 45 and the relevant federal land manager will treat them according to the
7 requirements and procedures of NAGPRA and its implementing regulation at 43 CFR
8 Part 10, and the applicable federal agency's protocols. SLD 45 will direct SpaceX to
9 participate if needed.
- 10 7. Human remains and cultural items found on non-federal land will be handled
11 according to Section 872.05, *Florida Statutes*.

12 VII. RESPONSE TO EMERGENCY

- 13 A. Should an emergency situation due to the Undertaking occur and SLD 45 determines the
14 situation an imminent threat to public health or safety or a hazardous condition that has
15 the potential to affect historic properties in the APE, SLD 45 will immediately notify the
16 SHPO and other Consulting Parties of the situation. Notification will include
17 identification of any historic property(s) affected, their NRHP eligibility and character-
18 defining features, description of effects to the historic property(s), and measures needed
19 to respond to the emergency or hazardous condition. In the event of such an emergency
20 situation, SLD 45 may direct SpaceX to immediately implement emergency stabilization
21 measures to protect historic property(s) from further damage. To the greatest extent
22 feasible, emergency stabilization measures should be short-term and reversible without
23 resulting in additional harm to historic materials or features. If the historic property is
24 located outside of SLD 45 jurisdiction, SpaceX will be responsible for gaining property
25 owner permission to protect the historic property.
- 26 B. Once SLD 45 determines the emergency is over, they will follow the actions in
27 Stipulation VI.A.3. to address unanticipated effects to historic properties caused by the
28 emergency.
- 29 C. SLD 45 will include a summary of all emergency actions in the annual report required in
30 Stipulation IX.

31 VIII. PROJECT OR APE CHANGES

32 In the event significant changes are made to the Undertaking's scope, such as APE, type or size
33 of spacecraft, or number of expected launches, SLD 45 will notify the Consulting Parties and
34 provide them with the opportunity to review the proposed change. Consulting Parties will have
35 thirty (30) days to review. SLD 45 will then determine whether amendments to this PA are
36 required, including revisions to the APE. If amendments are needed, SLD 45 will consult in
37 accordance with Stipulation XI. to make such revisions.

IX. MONITORING AND REPORTING

A. Annual Meeting

1. SLD 45 will coordinate a meeting with the Consulting Parties to be held each year on a mutually agreed upon date to discuss activities carried out pursuant to this Agreement during the preceding year and compliance activities scheduled for the upcoming year.
2. SLD 45 may conduct the meeting virtually or hold it in a location agreed upon by consensus of the Signatories and Invited Signatories where parties may participate by video conference if they desire.
3. SLD 45 shall be responsible for preparing the official record of the meeting and distributing the meeting minutes to the Consulting Parties, regardless of participation in the meeting, within two (2) weeks of the meeting.

B. Annual Report

1. Following the execution of this PA, SLD 45 will prepare an annual report for the life of the PA detailing work undertaken pursuant to its terms during the previous year. SpaceX will supply any information needed on their actions for SLD 45 to complete the report. SLD 45 will distribute it to all the Consulting Parties at least fifteen (15) days prior to the Annual Meeting.
2. SLD 45 will include in the annual report the following:
 - a) A description of any activities completed under this PA;
 - b) A summary of all emergency actions taken, if relevant;
 - c) Progress on the resolution of adverse effects, development of a MOA and implementation of mitigation activities developed under Stipulation IV, if relevant;
 - d) Any disputes and objections received and how they were resolved;
 - e) Any anticipated or proposed amendments to the PA and/or any known changes to the Undertaking; and
 - f) A description of anticipated future PA compliance activities.

X. DISPUTE RESOLUTION

Should any Signatory, Invited Signatory, or Concurring Party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the objecting party will provide written notice to SLD 45 who will then consult

1 with such party to attempt to resolve the objection. If SLD 45 determines that such objection
2 cannot be resolved, SLD 45 shall:

3 A. Forward all documentation relevant to the dispute, including SLD 45's proposed
4 resolution, to the ACHP. The ACHP shall provide SLD 45 with its advice on the
5 resolution of the objection within thirty (30) days of receiving adequate
6 documentation. Prior to reaching a final decision on the dispute, SLD 45 shall prepare
7 a written response that takes into account any timely advice or comments regarding
8 the dispute from the ACHP and Consulting Parties, and provide them with a copy of
9 this written response. SLD 45 shall then proceed according to its final decision.

10 B. If the ACHP does not provide its advice regarding the dispute within the thirty (30)
11 day period, SLD 45 may make a final decision on the dispute and proceed
12 accordingly. Prior to reaching such a final decision, SLD 45 shall prepare a written
13 response that takes into account any timely comments regarding the dispute from the
14 Consulting Parties and provide them and the ACHP with a copy of such written
15 response.

16 C. SLD 45's responsibility to carry out all other actions subject to the terms of this
17 Agreement that are not the subject of the dispute will remain unchanged.

18 **XI. ANTI-DEFICIENCY ACT**

19 SLD 45's obligations under this Agreement are subject to the availability of appropriated funds,
20 and the stipulations of the Agreement are subject to the provisions of the Anti-Deficiency Act
21 (31 U.S.C. § 1341). Nothing in this Agreement shall be interpreted to require any obligation or
22 payment of funds in violation of the Anti-Deficiency Act. SLD 45 shall make reasonable and
23 good faith efforts to secure the necessary funds to implement this Agreement. If compliance with
24 the Anti-Deficiency Act alters or impairs SLD 45's ability to implement the stipulations of this
25 Agreement, SLD 45 shall consult with the Signatories in accordance with the amendment and
26 termination procedures found in Stipulations XII and XIII, as appropriate.

27 **XII. AMENDMENT**

28 A. This agreement may be amended when such an amendment is agreed to in writing by all
29 Signatories and Invited Signatories. During the amendment process, the Undertaking will
30 proceed and the existing Agreement will remain in force. The amendment will be
31 effective on the date a copy signed by all of the Signatories and Invited Signatories is
32 filed with the ACHP.

33 B. If the Undertaking involves federal funding or additional licenses, permits or other
34 approvals from another agency that is not a party to this Agreement and the Undertaking
35 remains unchanged, such agency may fulfill its Section 106 responsibilities by stating in
36 writing that it concurs with the terms of this Agreement and notifying and consulting with
37 SLD 45 and the SHPO. Any necessary modifications would be considered in accordance
38 with this Stipulation.

1 **XIII. TERMINATION**

2 If any Signatory or Invited Signatory to this Agreement determines that its terms will not or
3 cannot be carried out, that party shall immediately consult with the other Signatories and Invited
4 Signatories to attempt to develop an amendment per Stipulation XII. If an amendment cannot be
5 reached within thirty (30) days (or another time period agreed to by all Signatories and Invited
6 Signatories), any Signatory or Invited Signatory may terminate the Agreement upon written
7 notification to the other Signatories and Invited Signatories. SLD 45 will notify the Signatories,
8 Invited Signatories, and Concurring Parties if the PA is terminated.

9 Once the PA is terminated, and prior to work continuing on the Undertaking, SLD 45 must either
10 execute a new Agreement pursuant to 36 CFR § 800.14; or request, take into account, and
11 respond to the comments of the ACHP under 36 CFR § 800.7. SLD 45 will notify the
12 Signatories, Invited Signatories, and Concurring Parties as to the course of action it will pursue.

13 **XIV. DURATION**

14 A. This Agreement shall remain in effect for five (5) years after the date of execution. Prior
15 to such time, SLD 45 may consult with the other Signatories and Invited Signatories to
16 reconsider the terms and duration of this Agreement and amend it in accordance with
17 Stipulation XII.

18 B. If sufficient data for SLD 45 to make a finding of effect for the Undertaking has not been
19 gathered within this timeframe, the PA will automatically extend until the terms of
20 Stipulation III “Assessment of Effects” is complete.

21 C. If SLD 45 determines the terms of the Agreement have been fulfilled, it shall notify the
22 other Signatories and Invited Signatories in writing. Upon written concurrence from the
23 other Signatories and Invited Signatories that the terms of the Agreement have been
24 fulfilled, this Agreement will be considered expired and SLD 45 will notify the
25 Concurring Parties.

26 D. A year prior to the expiration of the Agreement, the Signatories and Invited Signatories
27 will consult to determine whether the Agreement should be extended for a period to be
28 determined. If the term of the Agreement is not extended through an amendment, then the
29 PA will automatically expire at the end of the duration period, except in the case of
30 Stipulation XIV.B.

31 **EXECUTION** of this Agreement by SLD 45 and the SHPO and implementation of its terms
32 evidence that the SLD 45 has taken into account the effects of the Undertaking on historic
33 properties and afforded the ACHP an opportunity to comment.

34

SIGNATORY PAGE

DRAFT

PROGRAMMATIC AGREEMENT

AMONG

THE UNITED STATES SPACE FORCE

CAPE CANAVERAL SPACE FORCE STATION,

FLORIDA STATE HISTORIC PRESERVATION OFFICER,

AND SPACE EXPLORATION TECHNOLOGIES CORP.

REGARDING

THE ASSESSMENT OF ADVERSE EFFECTS FOR

SPACEX STARSHIP-SUPER HEAVY OPERATIONS AT

SPACE LAUNCH COMPLEX 37, BREVARD COUNTY, FLORIDA

Signatory:

United States Space Force

Date

Brian L. Chatman, Colonel, USSF
Commander, Space Launch Delta 45

SIGNATORY PAGE

DRAFT

PROGRAMMATIC AGREEMENT

AMONG

THE UNITED STATES SPACE FORCE

CAPE CANAVERAL SPACE FORCE STATION,

FLORIDA STATE HISTORIC PRESERVATION OFFICER,

AND SPACE EXPLORATION TECHNOLOGIES CORP.

REGARDING

THE ASSESSMENT OF ADVERSE EFFECTS FOR

SPACEX STARSHIP-SUPER HEAVY OPERATIONS AT

SPACE LAUNCH COMPLEX 37, BREVARD COUNTY, FLORIDA

Signatory:

Florida State Historic Preservation Officer

Date

Alissa Lotane

Florida State Historic Preservation Officer

1 INVITED SIGNATORY PAGE

2
3 **DRAFT**

4 **PROGRAMMATIC AGREEMENT**

5 **AMONG**

6 **THE UNITED STATES SPACE FORCE**

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11 **THE ASSESSMENT OF ADVERSE EFFECTS FOR**

12 **SPACEX STARSHIP-SUPER HEAVY OPERATIONS AT**

13 **SPACE LAUNCH COMPLEX 37, BREVARD COUNTY, FLORIDA**

14
15
16 Invited Signatory:

17
18 Space Exploration Technologies Corp.

19

Katy Groom
Director, Environmental Regulatory

Date

1 CONCURRING PARTY PAGE

2
3 **DRAFT**

4 **PROGRAMMATIC AGREEMENT**

5 **AMONG**

6 **THE UNITED STATES SPACE FORCE**

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13 **SPACE LAUNCH COMPLEX 37, BREVARD COUNTY, FLORIDA**

14
15
16 Concurring Party:

17
18 Organization

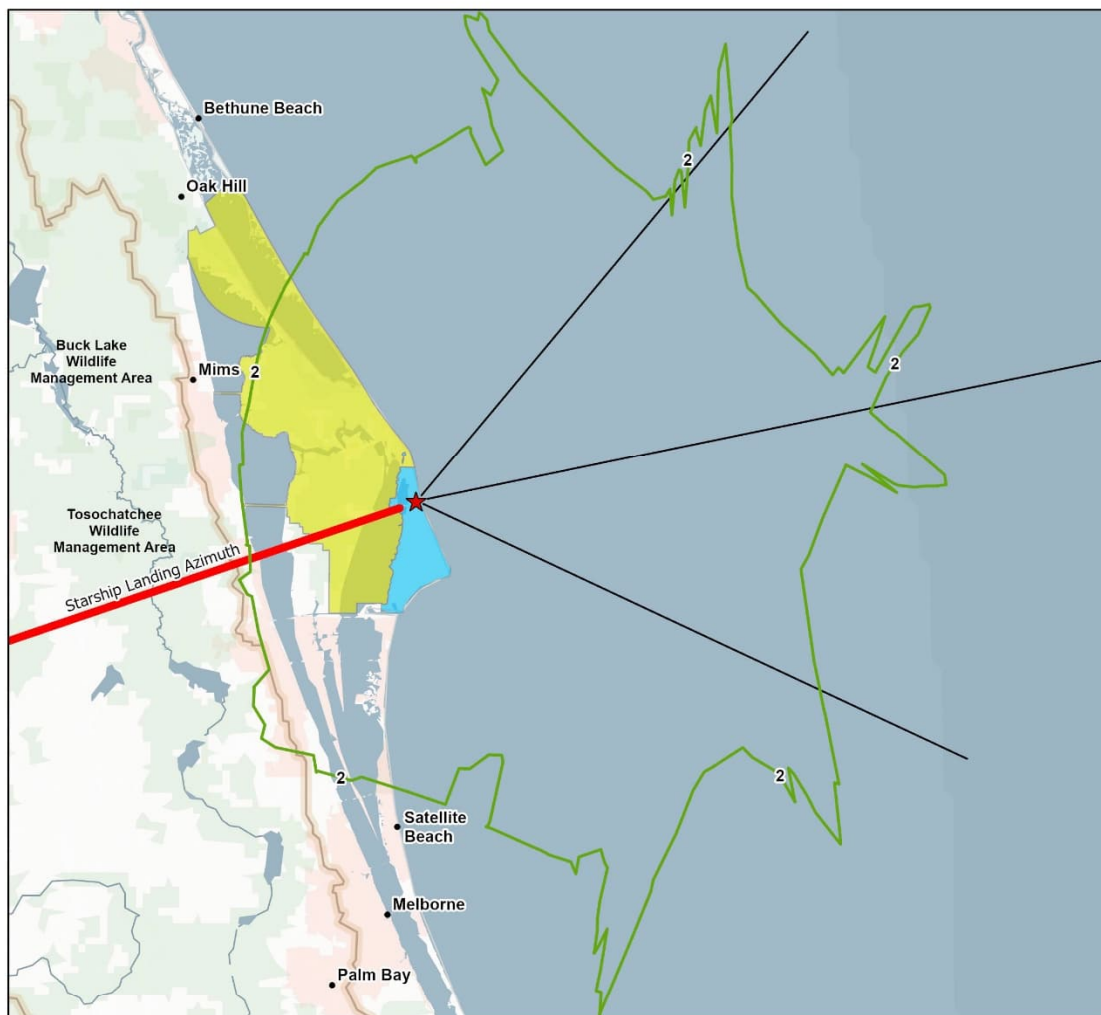
Date

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Name and Title

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ATTACHMENT A
AREA OF POTENTIAL EFFECTS

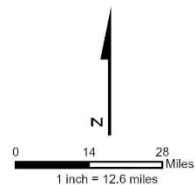
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- Legend
- ★ SLC-37
 - Trajectory Line
 - Landing Azimuth
 - Sonic Boom Overpressure Contours
 - 2 psf
 - Cape Canaveral Space Force Station
 - Kennedy Space Center

GIS Source File:
 SHBOOSTER_DESCENT_SLC-37_MEAN_ATM_NOMINALHEADING_PSF
 SHBOOSTER_DESCENT_SLC-37_MEAN_ATM_1150EGHEADING_PSF
 SHBOOSTER_DESCENT_SLC-37_MEAN_ATM_40DEGHEADING_PSF
 Basemap Source: ESRI Environmental Basemap

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ATTACHMENT B
CONSULTING PARTIES INVITED TO PARTICIPATE

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Invited Signatories

Space Exploration Technologies Corp (SpaceX) - Project Proponent

Invited Concurring Parties

Federal Agencies

Federal Aviation Administration (FAA)

National Aeronautics and Space Administration – Kennedy Space Center (NASA)

National Park Service Canaveral National Seashore (CNS)

National Park Service, Interior Region 2 (official representative of the Secretary of the Interior)

Native American Tribes

Miccosukee Tribe of Indians of Florida

Seminole Nation of Oklahoma

Seminole Tribe of Florida

Local Government

Brevard County Historical Commission

Additional Parties

American Space Museum and Space Walk Hall of Fame

Cape Canaveral Lighthouse Foundation

Department of Anthropology, University of Central Florida

Historical Society of North Brevard