Department of the Army  
Corps of Engineers, CEHNC-EM  
Environmental & Munitions Center of Expertise  
1616 Capitol Avenue, Suite 9200  
Omaha, Nebraska 68102-9200

Department of Defense and State Memorandum of Agreement  
Cooperative Agreement

This Cooperative Agreement (CA) is made pursuant to a Department of Defense and State Memorandum of Agreement (DSMOA) between the Department of Defense (DoD) and the Department of Toxic Substances Control acting under delegation from the California Environmental Protection Agency (Cal EPA) on behalf of the State of California, signed on 30 May 1990, as modified February 7, 1993. The State of California is also referred to as the “Recipient” to this agreement.

1. **COOPERATIVE AGREEMENT TITLE:** “Department of Defense and State Memorandum of Agreement Program”

2. **COOPERATIVE AGREEMENT NUMBER:** W912DY-12-2-0205

3. **RECIPIENT CONTACT NAME AND ADDRESS:** All communications to the Recipient in connection with this agreement shall be addressed to the following point of contact:

   Ms. Tamarra Axton  
   Department of Toxic Substances Control  
   Brownfields and Environmental Restoration Program  
   8800 Cal Center Drive  
   Sacramento, CA 95826

   Telephone: 916-255-3832  
   Facsimile: 916-255-3697  
   E-mail: taxton@dtsc.ca.gov

4. **PAYMENT METHOD:** Reimbursement from DoD to the Recipient shall be made by means of electronic funds transfers. The Recipient shall provide its payment “routing” number to its U.S. Army Corps of Engineers (USACE) Financial Manager. The USACE Financial Manager will ensure this information is provided to the Government paying office and ensure that the electronic payment procedures are properly established. The payment office and the Recipient shall only maintain Recipient’s routing numbers.
5. **SCOPE OF WORK:** The work to be accomplished under this agreement consists of the approved eligible services that are identified in the following documents which are hereby incorporated by reference:


b. The Two-Year CA Joint Execution Plan (JEP) developed by the Recipient and the Military Components identified in the DSMOA.

c. The approved eligible services associated with environmental restoration project on the installations listed in Attachment A, attached hereto and made a part hereof, which the parties adopt in accordance with the DSMOA. Any changes to Attachment A may only be accomplished through bilateral modification to this CA in accordance with the DSMOA.

d. Travel: DoD expects CA grant recipients may be required to travel both within their state and outside their state in order to accomplish and complete the services funded in furtherance of the Secretary of Defense’s mission.

6. **INSTALLATIONS COVERED BY THIS CA:** This CA shall apply to the environmental restoration projects on the installations listed in Attachment A, attached hereto and made a part hereof, which the parties adopt in accordance with the DSMOA. Any changes to Attachment A may only be accomplished through bilateral modification to this CA in accordance with the DSMOA.

7. **PERFORMANCE PERIOD:** This CA shall apply to approved eligible services provided by the Recipient and its agents, contractors, subcontractors, sub-recipients and employees during the period beginning July 1, 2012 and ending June 30, 2014. Anything above the funded amount of this CA is subject to the availability of funds.

8. **AWARD AMOUNT:** Award amounts are shown in the table at Attachment B, attached hereto and made a part hereof. DoD agrees to reimburse the Recipient for approved eligible services that the Recipient, its agents, contractors, subcontractors, sub-recipients and/or employees may perform during the performance period and in connection with the installations described in Attachment A of this CA. The Recipient shall not exceed the award amounts specified in Attachment B without prior approval of the Grants Officer. The Recipient shall notify the Grants Officer and the individuals identified in paragraphs 9 (a) and (b) when 80% of the funded amount for any specific fund
has been expended. The Recipient may request additional funds for eligible services provided under this agreement, such as an increase in the award amounts specified in Attachment B, in accordance with the procedure set forth in paragraph 14 (b) below. However, if no response is received from the Government or additional funding granted, the recipient should stop work for that funding category prior to exceeding the funded amount.

9. POINTS OF CONTACT:
   a. United States Grants Officer:
      Ms. Sharon H. Butler
      
      U.S. Army Corps of Engineers
      Huntsville Engineering & Support Center
      
      Mailing Address:
      U.S. Army Engineering and Support Center, Huntsville
      ATTN: CEHNC-CTB (Butler)
      4820 University Square Blvd.
      Huntsville, Alabama 35816
      
      Telephone: 256-895-1440
      Facsimile: 256-895-1197
      E-mail: Sharon.H.Butler@usace.army.mil
   
   b. Grants Specialist:
      Ms. Felicia M. McBride
      
      U.S. Army Corps of Engineers
      Huntsville Engineering & Support Center
      
      Mailing Address:
      U.S. Army Engineering and Support Center, Huntsville
      ATTN: CEHNC-CTB (McBride)
      4820 University Square Blvd.
      Huntsville, Alabama 35816
      
      Telephone: 256-895-1768
      Facsimile: 256-895-1197
      E-mail: Felicia.m.mcbride@usace.army.mil
   
   c. Program Representative:
      Ms. Sandra C. Snelling
      
      Headquarters, U.S. Army Corps of Engineers
      Attn: CEMP-DE

3
441 G Street NW
Washington, DC 20314-1000

Telephone: 202-761-7497
Facsimile: 202-761-4169
E-mail: Sandra.C.Snelling@usace.army.mil

d. Financial Representative (for issues related to reimbursements to the Recipient):
   Ms. Sandra C. Snelling

   Headquarters, U. S. Army Corps of Engineers
   Attn: CEMP-DE
   441 G Street NW
   Washington, DC 20314-1000

   Telephone: 202-761-7497
   Facsimile: (202) 761-4169
   E-mail: Sandra.C.Snelling@usace.army.mil

e. Administered By:
   Mr. William F. Bonneau

   U. S. Army Corps of Engineers
   Environmental and Munitions Center of Expertise
   ATTN: CEHNC-EMC (Bonneau)
   1616 Capitol Avenue Omaha, NE 68102-9200

   Telephone: 402-697-2562
   Facsimile: 402-697-2613
   E-mail: William.F.Bonneau@usace.army.mil

10. REPORTING REQUIREMENTS: In accordance with 32 CFR § 33.40 and 32 CFR § 33.41, the Recipient shall provide a copy of the following reports to the Grants Officer: financial reports, performance reports, and annual funding reviews. The Recipient posts the required information for these reports on the DSMOA Portal https://dsmoa.usace.army.mil: Step 3 (Payments to States), Step 4 (Performance Reports) and Step 5 (annual Funding Reviews).

11. PAYMENTS: Recipients shall submit electronic payment vouchers to the Federal Government no less frequently than once every three months and no more frequently than once per month. The Recipient shall send electronic payment requests to the U.S. Army Corps of Engineers Financial Representative identified in paragraph 9.d. above. Payments will be disbursed by:
12. OFFICIALS NOT TO BENEFIT: No member of Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

13. CERTIFICATIONS AND REPRESENTATIONS: By signing this agreement, the Recipient agrees to comply with the Certifications and Representations submitted with their application dated May 14, 2012.

14. FUNDING: Notwithstanding the Recipient’s application and budget information, the Federal Government is not obligated under this CA to reimburse the Recipient for costs incurred in excess of the awarded amount specified in the tables at Attachment B and any subsequent modification to this CA.

   a. The Component may modify and approve eligible services identified in the JEP as long as the total obligated amount remains unchanged. However, if there is a net change (e.g. increase/decrease) in funding or an installation is added/deleted on the Attachment A, the Grants Officer’s approval is required.

   b. Requests for additional funds may be made by the Recipient, and should be submitted at the time of the annual funding review or when the recipient expends 80% of the funded amount, whichever comes first.

   c. The Recipient should not continue performance under this CA (including actions under the Termination Clause of this CA) or otherwise incur costs in excess of the amounts specified in the tables in Attachment B without the written approval of the Grants Officer. The Government’s obligation to pay or reimburse any costs hereunder is limited to the obligated/awarded amount. There is nothing in this agreement that will be interpreted to require performance or payments by the Federal Government in violation of the Anti-Deficiency Act.

   d. In accordance with DoD Financial Management Regulations, if the award amount specified in the tables at Attachment B is increased, any eligible cost the Recipient incurred before the increase that is in excess of the previous award amounts, will usually be allowable to the same extent as if incurred afterward, unless the Grants Officer issues a termination or other notice directing that the increase is solely to cover other specified expenses.
15. TERMINATION AND DISPUTE RESOLUTION:
   a. Material Failure to Comply and Termination for Convenience. The Grants Officer may unilaterally take action to remedy a material failure to comply with the terms of the CA, including, but not limited to, temporarily withholding cash payments, disallowing all or part of the costs related to the activity or action not in compliance, wholly or partially suspending or terminating the CA, and/or withholding further awards, pursuant to the provisions of 32 CFR § 33.43 and applicable federal law or by either party under termination for convenience pursuant to the provision of 32 CFR § 33.44 and Section VI ("Termination") of the DSMOA.
   b. Dispute Resolution. The State and the Federal Government agree to resolve any disagreements between them in accordance with the terms of the DSMOA.

16. INCORPORATED CIRCULARS AND REGULATIONS: This agreement incorporates by reference all terms, conditions and provisions, not otherwise excepted herein, of OMB Circulars A-87, A-102 and A-133, and the applicable provisions of the DoD Grant and Agreement Regulations (DoDGAR) 32 CFR Parts 22 and 33, including without limitation 32 CFR §§ 22.815, 33.20, 33.22, 33.23, 33.26, 33.36, 33.40, 33.41, and 33.42.

In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:
   a. The DoDGAR, including applicable OMB Circulars;
   b. The DSMOA;
   c. The articles contained in this agreement.

OMB Circulars may be obtained from:
http://www.whitehouse.gov/OMB/circulars/

The DoDGAR, including 32 CFR Part 33, may be obtained from:

17. CLOSE OUT: Within 90 days after the expiration or termination of this CA, the Recipient must submit all financial, performance, and other reports required as a condition of the CA. Upon written request by the Recipient, the Government may extend the 90 day timeframe in accordance with 32 CFR § 33.50.

18. MODIFICATIONS:
   a. Bilateral Modifications. Bilateral Modifications to this CA may be issued by the Grants Officer for any changes to the scope of work, Attachment A, any decrease in the funds specified in Attachment B or increase in funds specified in Attachment B due to an increase in scope of work, and any
termination for convenience of the subject CA. Bilateral modifications require the signatures of an authorized representative of the Recipient and the Grants Officer.

b. Unilateral Modifications. The Federal Government may implement administrative changes to this CA as unilateral modifications. For the purposes of this agreement, administrative changes include any increase in funds specified in Attachment B for work currently included within the scope of work, changes in the Grants Officer, points of contact specified for the Federal Government or Recipient, changes in addresses, phone numbers, email addresses, and corrections of obvious typographical or calculation errors. Unilateral modifications require the signature of the Grants Officer only.

19. FOLLOW-ON COOPERATIVE AGREEMENTS: In the event that the DSMOA Program continues beyond the expiration date of this CA and the Recipient seeks to continue to participate, the Recipient shall prepare and submit an application for a follow-on CA as generally described for the 6-Step Process. The Recipient must submit the application to the Federal Government no later than May 9, 2014. Early submittal of the application is highly recommended.

20. STATE’S RESERVATION OF RIGHTS: Notwithstanding any other provision of this agreement, (a) the Recipient shall retain any statutory right it may have to recover costs incurred in association with providing services to the DoD not reimbursed under this agreement and (b) nothing herein shall limit the Recipient’s rights established in the DSMOA nor the Recipient’s reservation of rights set forth therein.

21. STATUTORY AUTHORITY. This CA is entered into pursuant to and is subject to the requirements and limitations of 10 USC 2701 (d).
ON BEHALF OF THE STATE OF CALIFORNIA

STEWART W. BLACK
DEPUTY DIRECTOR,
DEPARTMENT OF TOXIC SUBSTANCES CONTROL
BROWNFIELDS AND ENVIRONMENTAL RESTORATION PROGRAM

DATE: 6-26-12

ON BEHALF OF THE UNITED STATES OF AMERICA:

BUTLER.SHARON.H.1230746970

SHARON H. BUTLER
GRANTS OFFICER

DATE: ______________________

LEGAL REVIEW BY:

GARRY L. BREWER
CEHNC-OC SENIOR COUNSEL

DATE: 23 June 2012
# ATTACHMENT A TO COOPERATIVE AGREEMENT

## DOD INSTALLATIONS COVERED BY THIS AGREEMENT

**State/Territory of California**

Period: 5 - 01-JUL-12 thru 30-JUN-14

Created date: 7/1/2012      Contract No.: W912DY-12-2-0205

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<thead>
<tr>
<th>Component / Funds Type</th>
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<td>AIR FORCE BRAC 05</td>
<td>1. ONIZUKA AIR STATION</td>
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<td>1. CASTLE AFB</td>
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<td>7. NORTON AFB</td>
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<td>5. CUDDWEBACK LAKE AIR FORCE RANGE</td>
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<td>8. FRESNO AIR TERMINAL ANGS</td>
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<td>9. HAYWARD</td>
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<td>17. SEPULVEDA ANGS (261 CCS)</td>
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<td>5. FRESNO AIR TERMINAL ANGS</td>
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<td>6. SAN DIEGO SPACE SURVEILLANCE STATION</td>
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AIR FORCE MMRP
AIR FORCE MMRP
AIR FORCE MMRP

7. SEPULVEDA ANGS (261 CCS)
8. TRAVIS AFB
9. VANDENBERG AFB

ARMY BRAC 05
ARMY BRAC 05

1. DIRECT PROGRAM SUPPORT JEP (ARMY: CA)
2. RIVERBANK AAP

ARMY BRAC LEGACY
ARMY BRAC LEGACY
ARMY BRAC LEGACY
ARMY BRAC LEGACY
ARMY BRAC LEGACY

3. HAMILTON ARMY AIRFIELD
4. LOMPPOC, BRANCH U.S. DISCIP BARRACKS
5. OAKLAND ARMY BASE
6. SACRAMENTO AD

ARMY BRAC LEGACY MMRP

1. SIERRA AD

ARMY IR
ARMY IR
ARMY IR
ARMY IR
ARMY IR
ARMY IR

1. DIRECT PROGRAM SUPPORT JEP (ARMY: CA)
2. FORT HUNTER LIGGET
3. MILITARY OCEAN TERMINAL CONCORD
4. MTC-H CAMP ROBERTS
5. NATIONAL TRAINING CENTER AND FOT IRWIN
6. PARKS RESERVE FORCES TRAINING AREA
7. SIERRA AD
8. TS AFRIC LOS ALAMITOS

ARMY MMRP
ARMY MMRP
ARMY MMRP
ARMY MMRP
ARMY MMRP

1. DIRECT PROGRAM SUPPORT JEP (ARMY: CA)
2. FORT HUNTER LIGGET
3. MILITARY OCEAN TERMINAL CONCORD
4. MONO LAKE HAWTHORNE ARMY DEPOT
5. NATIONAL TRAINING CENTER AND FOT IRWIN
6. PARKS RESERVE FORCES TRAINING AREA
7. SIERRA AD

DESC IR
DESC IR
DESC IR
DESC IR

1. DIRECT PROGRAM SUPPORT JEP (DESC: CA)
2. FUEL TERMINAL DFSP NORWALK
3. FUEL TERMINAL DFSP SAN PEDRO
4. FUEL TERMINAL DFSP, POINT OZOL

DLA IR

1. DEFENSE DISTRIBUTION SAN JAOQUIN CA (DDJC) - SHARPE
2. DEFENSE DISTRIBUTION SAN JOAQUIN (DDJC) TRACY
3. DIRECT PROGRAM SUPPORT JEP (DLA: CA)

FUDS IR

1. ANGELES NATIONAL FOREST (J09CA0037)
| FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   | FUDS IR |   |
|--------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|---------|---|
| 2.     |   | CAMARILLO AIRPRT (J09CA0126) |   | 3.     |   | CAMP MCQUAIDE (J09CA0769) |   | 4.     |   | CHICO ARMY AIRFIELD (J09CA0783) |   | 5.     |   | DIRECT PROGRAM SUPPORT JEP 'FUDS: CA) |   | 6.     |   | D-Q UNIVERSITY (J09CA1180) |   | 7.     |   | FORT BARRY (J09CA3107) |   | 8.     |   | FORT MASON (J09CA7058) |   | 9.     |   | FORT MCDOWELL (J09CA0805) |   | 10.    |   | HAMILTON AAF (J09CA7062) |   | 11.    |   | HAMMER FIELD (J09CA0823) |   | 12.    |   | LAKE CHABOT MACHINE GUN RANGE (J09CA1017) |   | 13.    |   | MOUNT OWEN RIFLE RANGE (J09CA0877) |   | 14.    |   | NAVAL AUXILIARY AIR STATION (J09CA7255) |   | 15.    |   | NAVAL AUXILIARY AIR STATION, ARCATA (J09CA0799) |   | 16.    |   | NAVAL AUXILIARY AIR STATION, HOLLISTER (J09CA1035) |   | 17.    |   | NAVAL AUXILIARY AIR STATION, MONTEREY (J09CA1500) |   | 18.    |   | NAVAL AUXILIARY AIR STATION, SANTA ROSA (J09CA1150) |   | 19.    |   | NAVAL AUXILIARY AIR STATION, VERNALIS (J09CA7293) |   | 20.    |   | RED BLUFF AIR FORCE STATION (J09CA0913) |   | 21.    |   | REDDING ARMY AIRFIELD (J09CA0915) |   | 22.    |   | REQUA AIR FORCE STATION (J09CA0003) |   | 23.    |   | SACRAMENTO MUNICIPAL AIRPORT (J09CA0923) |   | 24.    |   | SALINAS ARMY AIRFIELD (J09CA925) |   | 25.    |   | SAN FRANCISCO NIKE 25 (J09CA0937) |   | 26.    |   | SAN FRANCISCO NIKE BATTERY 08-09 (J09CA0936) |   | 27.    |   | SAN FRANCISCO NIKE BATTERY 89 (J09CA0942) |   | 28.    |   | SAN FRANCISCO NIKE BATTERY 93 (J09CA0944) |   | 29.    |   | SISKIYOU COUNTY AIRPORT (J09CA0950) |   | 30.    |   | TRAVIS AFB NIKE BATTERY 10 (J09CA0974) |   | 31.    |   | UCSD (CAMP MATTHEWS) (J09CA1110) |   | 32.    |   | UNIV OF CAL, SANTA BARBARA (J09CA7002) |   | 33.    |   | VHF SITE 4K4 (J09CA0991) |   |

| FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   | FUDS MAP |   |
|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|----------|---|
| 1.       |   | STATEWIDE MANAGEMENT ACTION PLAN - MAPS |   | 2.       |   | BAYWOOD PARK TRAINING AREA (J09CA0031) |   | 3.       |   | BIG LAGOON INDIAN RESERVATION (J09CA0064) |   | 4.       |   | BODEGA HEAD GUNNERY RANGE (J09CA7290) |   | 5.       |   | BORDER FIELD STATE PARK (J09CA7044) |   | 6.       |   | BORREGO SPRINGS (J09CA7011) |   | 7.       |   | CADIZ LAKE SONIC TARGET #4 (J09CA0258) |   | 8.       |   | CAMP BEALE (J09CA0136) |   | 9.       |   | CAMP ELLIOT (J09CA0067) |   |
FUDS MMRP 9. CAMP IBIS (CAMA) (J09CA0283)
FUDS MMRP 10. CAMP LOCKETT (J09CA7078)
FUDS MMRP 11. CAMP SAN LUIS OBISPO (J09CA2031)
FUDS MMRP 12. DIRECT PROGRAM SUPPORT JEP (FUDS: CA)
FUDS MMRP 13. DRY CANYON ARTILLERY RANGE (J09CA0348)
FUDS MMRP 14. GOFFS CAMPSITE (J09CA0379)
FUDS MMRP 15. MOJAVE GUNNERY RANGE (J09CA7281)
FUDS MMRP 16. SISKIYOU BOMBING RANGE (J09CA1072)
FUDS MMRP 17. TEMECULA BOMB TARGET #107 (J09CA7469)
FUDS MMRP 18. TRABUCO BOMBING RANGE (J09CA0209)
FUDS MMRP 19. UCSD (CAMP MATTHEWS) (J09CA1110)
FUDS MMRP 20. WINONA BT 1 (#90) (J09CA0167)
FUDS MMRP 21. WINONA BT 2 (#91) (J09CA0168)

OSD DA USACE 1. DSMOA STEERING COMMITTEE (OSD DA: CA)
## ATTACHMENT B TO COOPERATIVE AGREEMENT

### AWARD AMOUNT TABLES

for CALIFORNIA

W912DY-12-2-0205

for the Period: July 01, 2012 thru June 30, 2014

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<th>Mod Type: Initial</th>
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|                     | ARMY              |                     |
| Fund Type           | Funded to Date    | Funded this Action  | Total Obligated |
| ARMY BRAC 05        | $0.00             | $0.00               | $0.00           |
| ARMY IR             | $0.00             | $500,000.00         | $500,000.00     |
| ARMY MMRP           | $0.00             | $250,000.00         | $260,000.00     |
| ARMY BRAC LEGACY    | $0.00             | $636,059.23         | $636,059.23     |
| ARMY BRAC LEGACY MMRP | $0.00           | $4,893.25           | $4,893.25       |

|                     | DESC              |                     |
| Fund Type           | Funded to Date    | Funded this Action  | Total Obligated |
| DESC IR             | $0.00             | $0.00               | $0.00           |

|                     | DLA               |                     |
| Fund Type           | Funded to Date    | Funded this Action  | Total Obligated |
| DLA IR              | $0.00             | $0.00               | $0.00           |

|                     | FUDS              |                     |
| Fund Type           | Funded to Date    | Funded this Action  | Total Obligated |
| FUDS IR             | $0.00             | $1,100,000.00       | $1,100,000.00   |
| FUDS MAP            | $0.00             | $65,000.00          | $65,000.00      |
| FUDS MMRP           | $0.00             | $2,499,991.62       | $2,499,991.62   |

|                     | OSD DA            |                     |
| Fund Type           | Funded to Date    | Funded this Action  | Total Obligated |
| OSD DA USACE        | $0.00             | $0.00               | $0.00           |

**Totals:**

$0.00 $9,226,490.60 $9,226,490.60

Obligated Grand Total $9,226,490.60