

COOPERATIVE AGREEMENT MODIFICATION

MODIFICATION NO: P00009  
EFFECTIVE DATE: 20 December 2017

AGREEMENT NO: W9128F-07-2-0162  
PR NO: W31RYO73465279

This is a **bilateral** modification (supplemental agreement) reflecting other agreements of the parties, modifying the terms and conditions of the Cooperative Agreement. The Recipient **is required** to execute and return one copy of this modification to the Grants Officer.

DESCRIPTION OF MODIFICATION

The purpose of this modification is to effect mutually agreed changes to the Cooperative Agreement, pursuant to the amendment of Title 10, United States Code §2701(d), as enacted by the National Defense Authorization Act.

--- SEE CONTINUATION PAGE(S) ---

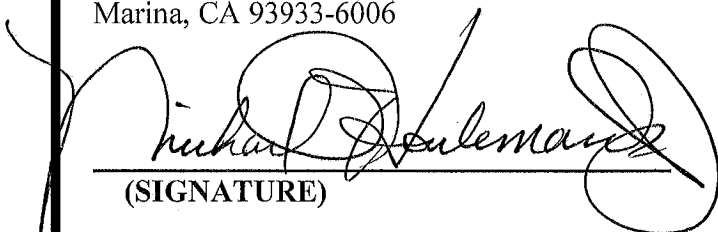
**ACCOUNTING AND APPROPRIATION DATA:** 097 NA X 2017 0516 000 60D1 CCS: NA A0 2017 08 8130 63A42007000 01110 2540  
38B0C9 8GJ30L

**INCREASE \$6,846,204**

EXECUTION OF MODIFICATION

**FOR THE RECIPIENT:**

Fort Ord Reuse Authority  
920 Second Avenue, Suite A  
Marina, CA 93933-6006



(SIGNATURE)

Michael A. Houlemard, Jr.

(NAME)

Executive Officer

(TITLE)

DECEMBER 20, 2017

(DATE)

**FOR THE UNITED STATES OF AMERICA:**

U.S. Army Corps of Engineers, Huntsville Center  
ATTN: CEHNC-CTB/Sharon Butler  
5021 Bradford Drive  
Huntsville, AL 35805

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30746970

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DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=BUTLER.SHARON.H.1230746970  
Date: 2017.12.20 14:40:22 -0500

(SIGNATURE)

SHARON H. BUTLER

(NAME)

GRANTS OFFICER

(TITLE)

(DATE)

## MODIFICATION NO. P00009

- A. The purpose of this Modification is to amend the Environmental Services Agreement (ESCA) to add additional requirements (Administrative Funds, Post-Closure MEC Find Assessments, and Long-Term/Land Use Controls (LUC) Management), add funding in the amount of \$6,846,204 and to reduce the period of performance from 30 March 2037 to 30 June 2028. As a result of this modification, the maximum funding obligation has been increased by \$6,846,204 from \$99,316,187 to \$106,162,391.
- B. **Revise Section B, Paragraph 2.1. as follows:** The federally funded term of this ESCA shall begin upon the effective date until 30 June 2028 (or as identified in Table 1 below).

**Revise Section B, Paragraph 5.1. as follows:** The maximum funding obligation of the Government to the recipient for the terms of this agreement is \$106,162,391.

Revise Section 5.3. as follows:

TABLE 1

Description	Period of Performance	Original Obligation	New Obligation	Maximum Obligation
Line Item No. 0001 Environmental Services	1 March 2007 – 30 June 2028	\$95,760,532	N/A	\$95,760,532
Line Item No. 0002 Department of Toxic Substance Control (DTSC) and United States EPA) Technical Oversight Services	1 March 2007 – 31 Dec 2019	\$3,555,655	\$745,913	4,301,568
Line Item No. 0003 FORA ESCA Administrative Funds	1 April 2017 – 30 June 2020	N/A	\$1,865,848	\$1,865,848
Line Item No. 0004 Post-Closure MEC Find Assessments	1 Jul 2020 – 30 June 2028	N/A	\$528,651	\$528,651
Line Item No. 0005 Long Term/LUCs Management	1 Jul 2020 – 30 June 2028	N/A	\$3,705,792	\$3,705,792
Total Obligation		\$99,316,187	\$6,846,204	\$106,162,391

NOTE TABLE 1: Contract Line Item No. (CLIN) 0002 is a variable cost CLIN. Funding can only be used to reimburse DTSC and USEPA for Regulatory Response Costs per (Section C. 3.36) associated with their technical oversight responsibilities.

NOTE TABLE 1: CLIN 0004 is also a variable cost CLIN that will carry a fixed unit price of \$13,555.15 per unit (MEC Find Assessment), for up to 39 units (\$528,651/39 units = \$13,555.15 per unit). Recipient must notify the Grants Officer prior to initiating any work associated with this CLIN. The Recipient will be reimbursed \$13,555.15 per Munitions and Explosives of Concern (MEC) Find Assessment.

**Revise Section B. Paragraph 5.5.** as follows: Pursuant to 2 CFR Part 200, the Recipient must liquidate all encumbered funding incurred under this ESCA not later than 90 calendar days after the end of the term of this ESCA, to coincide with the submission of the final Financial Status Report (SF425). The Grants Officer may extend this deadline at the request of the Recipient. No additional charges can be incurred during this 90-day period without the written authorization from the Grants Officer.

**Add Section B. Paragraph 5.6.:** The Recipient shall notify the Grants Officer in writing whenever it has reason to believe that the variable costs it expects to incur under this agreement in the next 60 days, when added to all variable costs previously incurred, will exceed 75 percent of the maximum funding amount for the variable costs stipulated in this document. The notice shall state the estimated amount of additional funds required, if any, to continue performance to complete the established milestones in the agreement. The Recipient shall also notify the Grants Officer in writing whenever it has reason to believe that the funding period identified in B.2.1 needs to be extended.

**Add Section B. Paragraph 5.7.:** There is no legal liability on the part of the Government for any payment that may arise for performance under this Agreement beyond the maximum funding amount stipulated herein, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

**Revise Section B. Paragraph 7. ADVANCE PAYMENT** - Upon execution of this Agreement and the submission of a Request for Advance or Reimbursement (SF 270) to the Grants Officer, the Recipient shall be entitled to payment for the work identified in Table 1. Payments will be initiated no more frequently than quarterly upon receipt by the Grants Officer of the Recipients SF 270 (and associated quarterly report). The Grants Officer may adjust the amounts or dates of the payments based on the data contained on the Recipient's SF 270 submissions or additional information provided by the Recipient. The Government shall make request payments to the Recipient in accordance with 2 CFR Part 200.

**Add Section B. Paragraph 7.1.** -The Recipient shall be paid in advance on a quarterly basis, provided the Recipient demonstrates satisfactory completion of all agreed upon milestones stipulated for the previous quarter. Procedures for minimizing the time elapsing between transfer of funds from the U.S. Treasury and disbursement must be followed whenever advance payment procedures are used.

**Add Section B. Paragraph 7.2.:** Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23

U.S.C. 450), Recipients shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency.

**Revise Section B. Paragraph 10 FINANCIAL REPORTS and subparagraphs (a) and (b) as follows:** Financial reports shall be prepared in accordance with 2 CFR Part 200.

- (a) The Recipient will report program outlays on an accrual basis. If the Recipient does not normally keep accounting records on an accrual basis, accrual information shall be developed through analysis of the documentation on hand.
- (b) The Recipient shall use SF425, "Federal Financial Report", in order for the Grants Officer to monitor cash advanced, disbursement, and/or outlays under this ESCA. The initial report shall be for the quarter ending after the payment by the Army. Subsequent reports shall be submitted on an annual basis no later than 90 working days following the Agreement year. The final report shall be submitted no later than 90 working days following the expiration or termination of the ESCA.

**Delete Section B. Subparagraph 10(c).**

#### **C: TECHNICAL DESCRIPTION OF MODIFICATION**

The Recipient, or its Successor in Interest, will continue its performance obligation in accordance with ESCA Section C paragraph 4.1.15 and with the Administrative Order on Consent (AOC).

The Recipient, or its Successor in Interest, will implement, oversee, and manage the ESCA property under the CERCLA MEC Records of Decision (ROD) remedies including Land Use Controls (LUCs) which are consistent with the Recipient's Long Term Obligations (LTOs) under the ESCA (Section C paragraph 4.1.15).

The Recipient, or its Successor in Interest, will perform its responsibilities outlined in Section 5.0 of the ESCA Land Use Control/Operation Maintenance Plans (LUCIP/OMPs) and continue to coordinate/assist as an intermediary between:

- a) The Environmental Protection Agency (EPA) and California Department of Toxic Substances Control (DTSC); and
- b) The jurisdictions and property owners, to facilitate CERCLA remedy compliance as detailed in Section 5.0 of the LUCIP/OMPs.

All regulator reimbursement costs will be covered by the ESCA property transferees starting in the year 2020.

**D. All other terms and conditions of the original Fort Ord ESCA, and associated Technical Specifications and Requirement Statement (TSRS) remain in effect and the Recipient responsibilities remain unchanged.**