



DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P.O. BOX 17300
FORT WORTH, TX 76102-0300

June 19, 2024

**REQUEST FOR STATEMENT OF INTEREST
W9126G-24-2-SOI-3311**

*Applicants must be a member in one of the following Cooperative Ecosystem Studies
Units Regions:*

Californian / Desert Southwest / Great Basin CESU Regions

Project Title: Natural Resource Vegetation Mapping for San Clemente Island

A cooperative agreement is being offered ONLY to members of the Cooperative Ecosystem Studies Units (CESU) Program Region(s) identified above. Award will be made upon mutual agreement and acceptance of the terms and conditions contained in the request for proposal and the of the recipient's CESU Master Agreement. Note the established CESU Program indirect rate is 17.5%.

Responses to this Request for Statements of Interest will be used to identify potential organizations for this project. Approximately **\$380,759** is expected to be available to support this project for the **base period**.

NOTE: This project will be awarded under the authority of 16 USC 670c-1, **Sikes Act**: For projects for the implementation and enforcement of integrated natural resources management plans, priority shall be given to award to Federal and State agencies having responsibility for the conservation or management of fish or wildlife.

Period of Performance. The base period of agreement will extend 24 months from date of award. There will be no follow-on periods.

Description of Anticipated Work: See attached Statement of Objectives

NOTE: At this time we are only requesting that you demonstrate available qualifications and capability for performing similar or same type of work by submitting a Statement of Interest. A full proposal and budget are NOT requested at this time.

Preparation of your Statement of Interest: Provide the following (Maximum length: 2 pages, single-spaced, 12 pt. font):

1. Name, Organization, Cage Code, Unique Entity ID, and Contact Information (Email)
2. Brief Statement of Qualifications (including):
 - a. Biographical sketch of the Principal Investigator, to include specific experience and capabilities in areas related to this project's requirements
 - b. Relevant past projects and clients with brief descriptions of these projects
 - c. Staff, faculty or students available to work on this project and their areas of

expertise

d. Brief description of other capabilities to successfully complete the project:
(e.g. equipment, laboratory facilities, greenhouse facilities, field facilities, etc.)

Submission of Your Statement of Interest

1. Statements of Interest are due by **12:00 P.M., Central Time, on 20 July 2024.**
2. Submit your Statement of Interest via e-mail attachments or direct questions to:
Sandy Justman
Grants Specialist
USACE, Fort Worth District
Email: sandra.justman@usace.army.mil
Office: 817-886-1073

Kathy S. Mitchell
Project Manager
USACE, Fort Worth District
Email: kathy.s.mitchell@usace.army.mil
Office: 817-886-1709

Review of Statements Received: All statements of interest received from a member of the CESU Region(s) identified above will be evaluated by a board comprised of one or more people at the receiving installation or activity, who will determine which statement(s) best meet the program objectives: offer the most highly qualified Principal Investigator, have the most relevant experience and the highest capability to successfully meet the program objectives. Submitters whose statements are determined to best meet the program objectives will be invited to submit a full proposal.

Timeline for Review of Statements of Interest: RSOI's are required to be posted on www.Grants.gov for 30 days prior to the Government making a decision and requesting full proposals.

Thank you for your interest in our Cooperative Agreements Program.

Paige E. Poorman

PAIGE E. POORMAN
Grants Officer

Attachment: Statement of Objectives

STATEMENT OF OBJECTIVES
VEGETATION MAPPING
NALF SAN CLEMENTE ISLAND,
NAVAL BASE CORONADO, CALIFORNIA

1.0 PURPOSE

1.1 The Commander, U.S. Pacific Fleet (PACFLT) Environmental Readiness Division and Naval Base Coronado Environmental Department environmental programs ensure military mission activities are conducted in compliance with all applicable environmental laws, regulations and policies. Article I B of the master agreement states the objectives of the CESU are to: provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners; develop a program of research, technical assistance and education that involves the biological, physical, social sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

1.2 This work requires an onsite support person located at Naval Auxiliary Landing Field (NALF) San Clemente Island (SCI), Naval Base Coronado (NBC). The work shall involve: collaborating with Designated Navy Representatives to develop an updated vegetation map of SCI, which shall require multiple visits to the island, and collaboration with Designated Navy Representatives.

2.0 AUTHORITY

2.1 This cooperative agreement will be awarded using the following authority:

16 U.S.C. § 670(c) (1) – (SIKES ACT)

In agreement with the above stated goals, the recipient agrees to provide the necessary personnel, equipment, and materials required to implement activities to support PACFLT and NBC's commitment toward environmental stewardship to manage natural and cultural resources in a responsible way that has the least impact on military missions and is beneficial to the region. In addition, the activities performed by the recipient must be completed in a manner conducive to guidelines outlined in the Endangered Species Act (16 USC 1531 et seq.), the

Migratory Bird Treaty Act (16 USC 1361 et seq.), National Historic Preservation Act (54 U.S.C. 300101 et seq.), Native American Graves Protection and Repatriation Act (25 U.S.C. 3001 et seq.), the Archaeological Resources Protection Act (16 U.S.C. 470 et seq.), the National Environmental Policy Act (42 U.S.C. 4321 et seq.), applicable implementing regulations, Army Regulations 200-1, and any other applicable regulatory guidelines.

2.2 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.). Cooperative agreements must carry out a public purpose of support or stimulation, however under the authority of the Sikes Act (16 USC 670c-1 (c) (2)), notwithstanding chapter 63 of Title 31 (31 U.S.C. § 6301 et seq), a cooperative agreement under this section may be used to acquire property or services for the direct benefit or use of the United States Government. Examples of carrying out a public purpose may include, but are not limited to, the following:

- Project results are made available to a wide audience (including nonfederal entities)
- Project results/outputs add to the scientific literature/knowledge base, with applicability and utility beyond the scope of the project footprint/study area
- Academic and other nonfederal partner institutions (and their personnel) gain professional experience, increase knowledge, and develop skills and abilities
- Students benefit from direct interaction with federal scientists, program and technical staff, and field unit managers

2.3 In accordance with section 6305 – *Using cooperative agreements* of the *Federal Grant and Cooperative Agreements Act of 1977* (31 U.S.C. § 6301 et seq.), substantial involvement is expected between the Department of Defense and the recipient when carrying out the activity contemplated by the cooperative agreement. The DoD agrees to participate at a national level in support of the CESU program as accepted in the Master MOU for the establishment and continuation of the CESU program Article II 1-4 and Article VI 1-7.

The installation further (hence DoD) agrees to provide substantial involvement as directed under the appropriate master agreement to include, but are not limited to, the following:

- PACFLT, NBC, and NIWC personnel are involved in review and refinement of the vegetation classification system, data gathering/compilation, analysis, and/or report writing.
- PACFLT, NBC, and NIWC personnel actively participate and collaborate in carrying out the project plan of work, review and approve activities, and help train or select project staff or trainees.
- NBC and PACFLT personnel incur in-kind or direct expenditures in carrying out the activities specified in the project agreement. These in-kind expenditures include:

- providing air transportation, berthing, food, workspace on island, and other materials and services as detailed in Section 5.0.
- providing staff time to collaborate and work on the project.

3.0 DESCRIPTION OF OBJECTIVES

A current vegetation and land cover map for San Clemente Island (SCI) is needed to provide vital spatial information to natural resources managers for assessing and monitoring species' habitats, ecosystem function, land use, and vegetation and land cover change. Vegetation mapping has been conducted for San Clemente Island since the 1980s using available imagery and vegetation classifications in use at the time, including Thorne (1976), Holland (1986) and (modified) Sawyer et al. (2009) systems. Due to rapid changes in vegetation on SCI since the eradication of feral goats in the early 1990s and concomitant increases in the distribution and abundance of federally listed species, an updated vegetation mapping effort was undertaken 2014-2018 using a classification system more closely aligned with management needs produced using the Manual of California Vegetation (MCV) (Sawyer et al. 2009) classification system and plot-level vegetation community data using California Native Plant Society (CNPS) protocols. The 2018 vegetation map (Uyeda et al. 2018) was produced using high spatial resolution (0.15m) 2015 multispectral imagery, supplemented with 2012-2016 orthoimagery from the National Agriculture Imagery Program (NAIP) and 2014 LiDAR data from Scripps Institute of Oceanography. Given continued changes in vegetation on SCI and essential need for current vegetation mapping to support the continued success of the natural resources program, a vegetation mapping update is needed. Reviewing and refining a vegetation classification system that meets the needs of natural resources management and updating vegetation mapping to current conditions are the primary objectives of this agreement.

3.1 Task 1: Review and Refinement of Vegetation Classification System

In the most recent (2018) vegetation mapping effort, the vegetation classification system employed an existing MCV classification key developed for western San Diego county (Sproul et al. 2011) which was adjusted based on evaluation of field data from the Land Condition and Trend Analysis dataset (Tierra Data Inc. 2011), meetings with the end users of the mapping product, and field observations. The recipient will work with Designated Navy Representatives to review, assess and potentially refine a classification system for terrestrial vegetation and land cover types on SCI that follows the same systematic, hierarchical, and floristic-based modified Sawyer et al. (2009) system used in the most recent (2018) vegetation mapping effort and in consideration of any updated vegetation mapping protocols and guidance for western San Diego County. The vegetation classification system should be consistent with the Federal Geographic Data Committee (FGDC) National Vegetation Classification

Standard (NVCS). The completion of the classification system assessment and revision is expected to entail: (1) a review of the most recent (2018) vegetation mapping effort and any classification limitations identified, (2) a review of recent vegetation classification and mapping efforts in western San Diego County and the California Islands to assess the benefit of adopting any of these approaches or classes in the current vegetation mapping update, and (3) meetings with Navy and contract personnel to assess and potentially improve the current vegetation classification system.

Key steps in accomplishing this task include:

- Review and reporting of recently developed vegetation classification systems and/or vegetation maps that may have utility in the current SCI vegetation map update
- Review of vegetation classifications and maps currently used by SCI natural resources managers and discussions/meetings with these end-users to identify classification and map benefits, limitations and needs.
- Development of a refined classification system and/or modified map classes and scoping of any associated fieldwork, desktop analysis and/or user feedback required to refine/modify the vegetation classification system/map classes.
- Refinement of the classification system
- Reporting on the draft classification system

3.2 Task 2: Collection of Updated Imagery and Creation of Vegetation Map

The vegetation and land cover mapping effort will combine remote sensing and field-based methods to apply the classification system developed in Task 1 across the entire land area of SCI. The primary aim is to create a land cover and vegetation map that reflects current conditions and meets end user needs for natural and cultural resources management. Map scale, minimum mapping unit (MMU) and map accuracy requirements should be defined by end user needs and may be obtained during classification system review and refinement. Several remote sensing and GIS datasets are available to support this task. Additionally, new imagery will be collected and processed using methods and specifications mutually agreed by the Navy and the recipient, to capture current conditions island-wide, in sufficient detail (i.e. high spatial resolution) to support fine-scale vegetation mapping for natural and cultural resources management.

Supporting Image datasets*:

- UAV imagery (approx. 2015-2023)
- Orthoimagery collected for 2018 vegetation mapping effort
- NAIP imagery (publicly available and published bi-annually)
- Orthophotographs from Jan 2014 & Oct 2014
- Hyperspectral imagery from Oct 2014
- LiDAR data from Jan 2014 & Oct 2014

- Supporting GIS datasets*:
- Current vegetation map completed 2018
- 3m IFSAR elevation data
- Geology, soils, fire and other physical datasets
- Vegetation plots, rare plant locations and other biological datasets

*Any additional imagery/data will be shared with the collaborator as available

Key steps in accomplishing this task include:

- Review current imagery datasets
- Develop image collection and processing methods (in collaboration with Navy Technical Representative)
- Collect and process island-wide orthoimagery for SCI
- Develop a mapping approach and scope lab and fieldwork (in collaboration with Navy Technical Representative)
- Develop mapping methods and protocols
- Conduct a pilot study to test methods and protocols in selected sites
- Refine methods and protocols
- Complete vegetation mapping
- Report on vegetation mapping

4.0 QUALIFICATIONS

- 4.1 The recipient is expected to have the following qualifications and experience: (1) the ability to accurately identify all native and non-native plant species that occur or have the potential to occur on SCI; (2) at least five years of experience mapping vegetation and land cover types in Southern California; (3) the ability to collect, process, and analyze remote sensing data and field data needed to produce a vegetation and land cover map of the island; and (4) expertise in the major vegetation classification systems that have been applied in southern California.

5.0 GOVERNMENT FURNISHED MATERIALS

- 5.1 The US Navy will provide the following data/materials in support of this agreement:
- UAV imagery (approx. 2015-2023)
 - Orthoimagery collected for 2018 vegetation mapping effort
 - Orthophotographs from Jan 2014 & Oct 2014
 - Hyperspectral imagery from Oct 2014
 - LiDAR data from Jan 2014 and Oct 2014
 - Current land cover map completed 2018
 - 3m IFSAR elevation data
 - Geology, soils, fire history, and other physical datasets

- Vegetation monitoring plot locations and data, rare plant locations, and other biological datasets
- Relevant natural resources management program documents, including the Integrated Natural Resources Management Plan and various survey and monitoring reports.

- 5.2 Air Transportation: The US Navy will provide the Recipient or and/or their staff with no-cost air transportation to and from SCI on a regularly scheduled air carrier.
- 5.3 Barge Transportation: Recipient vehicles, equipment, supplies, and materials may be shipped to and from SCI on a regularly scheduled barge. The barge costs are paid by the government for all approved Recipient/Cooperator vehicles.
- 5.4 Fuel: Fuel to support the recipient vehicles will be provided by the Navy.
- 5.5 Dispensary: If immediate medical attention is required, a dispensary, staffed with a Navy Hospital Corpsman, can be available to recipient and/or their personnel on an emergency basis.
- 5.6 Berthing and Office/Lab Space on SCI: The recipient will need to arrange and pay for berthing at the NALF SCI BQ on a space available basis for personnel working on SCI. The Navy may be able to provide limited berthing at no cost to the recipient depending on availability. Laboratory, workbench, office, and storage areas are available at the Natural Resources Facility will be available to the recipient 365 days per year 24 hours per day.

6.0 OPTIONS NA

7.0 PERIOD OF PERFORMANCE

- 7.1 The period of performance will be 24 months from date of award date. This period of performance is intended to accommodate: (1) review of existing reports and data and review/refinement of the vegetation classification; (2) field data collection, including during the growing season (roughly March-June); (3) island-wide image data collection and processing (4) map data processing and analysis, map generation, and report preparation; and (5) map and report review, response to comments, revision and finalization. All project elements are non-severable as all steps are required to produce a usable vegetation and land cover map.

8.0 COORDINATION

8.1 Designated Navy Representatives. Collectively, the representatives specified in this section are referred to as “Designated Navy Representatives.” All work done under Section 3.0 of this agreement is to be coordinated with:

Role: Navy Technical Representative (Tech Lead)
Leslie Bolick, Environmental Scientist
Naval Information Warfare Center Pacific
619-261-6750
leslie.a.bolick.civ@navy.us.mil

Role: SCI Installation Representative
Nicole Desnoyers, Botany Program Manager
Naval Base Coronado
802-782-4610
desnoyers@iws.org

Role: PACFLT Representative
Kimberly O’Connor, Conservation Program Manager
Commander, Pacific Fleet
(619) 545-9339
kimberly.a.oconnor16.civ@us.navy.mil

Role: SCI Logistics Coordinator
Deke Joralmon, Environmental Operations Manager
NALF, San Clemente Island
602-881-8786
deforest.q.joralmon.civ@us.navy.mil

USACE Fort Worth District POC
Kathy Mitchell
Environmental Agreements PM/Biologist
USACE Regional Planning & Environmental Center
(817) 886-1709
kathy.s.mitchell@usace.army.mil

9.0 POST-AWARD & INVOICE PROCESSES

9.1. Payment Requests and Progress Reports (Invoice Package) - Submit Payment Request and additional required documents to: swf-cesu-invoice@usace.army.mil. Carbon Copy the assigned USACE Project Manager as well as your organization’s point of contacts (POCs) for the additional required documents and for delinquent accounts.

9.1.1. Frequency: Quarterly plus 30-day grace period (except for the final invoice package noted below). If the coverage dates are not quarterly or preapproved by the PM (or the first/last submittal), the invoice package will be **rejected**.

Quarters	Invoice pkgs due No Later Than (NLT):
Q1: Oct-Dec	Q1: 31 Jan
Q2: Jan-Mar	Q2: 30 Apr
Q3: Apr-Jun	Q3: 30 Jul
Q4: Jul-Sep	Q4: 31 Oct

9.1.2. Payment Requests **must** be submitted on form SF270 Request for Advance or Reimbursement **with the accompanying Standard Form-Performance Progress Report (SF-PPR), otherwise the SF270 will be rejected.**

9.1.3. SF270 Request for Advance or Reimbursement

9.1.3.1 Block 9, Recipient Organization. **For successful set up of Electronic Transfer of Funds (EFT), the Recipient's name and address shall reflect the exact name and physical address that appears in the System for Award Management (SAM), <https://sam.gov/>.**

9.1.3.2. Blocks 11, (a), (b), & (c) are for the description of funds. Preferred description is: CLIN/POP Type, POP start and end dates, amount awarded (see example below); at minimum include the CLIN. If the description or the minimum CLIN information is missing, the **SF270 and SF-PPR will be rejected.**

Example:

**CLIN 0001 / Base
22SEP23 – 21SEP24
\$100,000.00**

Funding must be separated as specified on the Award document. Sub-CLINs that specify “*for funding only*” (e.g., numbered 000101, 000102, etc.) may be rolled into the primary CLIN (e.g., 0001) unless otherwise instructed. All others required PM approval.

The SF270 may have multiple pages. An SF270 in Excel format may be requested at: swf-cesu-invoice@usace.army.mil, however, **must be submitted in pdf format otherwise will be rejected.**

9.1.4. SF-PPR Standard Form-Performance Progress Report : The Recipient shall tailor the SF-PPR to include, at minimum, the following information:

- Separate details by CLIN as applicable
- Achievements (must detail work during quarter associated with the invoice)
- Percent Completion
- Project Status
- Problems encountered and impact of activities and personnel on schedule.
- Anticipated work in next reporting period.

If the SF-PPR is incomplete, the SF-PPR and SF270 will be rejected.

A tailored SF-PPR form may be requested at: swf-cesu-invoice@usace.army.mil.

9.2. The **Final** invoice package is due no later than 90 days from final (funded/exercised) POP end date and must include the following documents: If any of the required information below is missing, the final invoice package will be **rejected.**

Final SF270
SF-PPR
Final SF425
DD882
SF428 plus attachment B (C&S if applicable)
SF298
Final Report

Forms may be requested from the district office at swf-cesu-invoice@usace.army.mil or found at: <https://www.grants.gov/forms>.

9.3 Work Plan

Within 30 days of award of this agreement, a work plan will be submitted to the Designated Navy Representatives listed in Section 8.1. The work plan will be developed after a meeting with the Navy with input from Designated Navy Representatives and will include:

- (1) Description and methods of how and where each task will be accomplished, including the intermediate steps involved,
- (2) A coordination plan to ensure that project activities avoid adverse impacts to federally listed avian species and sensitive habitat,
- (3) A schedule of all major tasks to be completed as part of this agreement,
- (4) A list of all personnel and who will be working on SCI under this agreement and their respective roles; and
- (5) An accident prevention plan, which will be produced concurrently with the work plan but presented under separate cover. Copies of the accident prevention plan will be made accessible to the Site Safety Officer and Installation Technical Representative at all times during the project, and a copy will be available in every vehicle utilized for work under the agreement.

The work plan will be submitted as an electronic draft in Microsoft Word format for review by the Navy. Comments on the draft work plan will be discussed during a document review meeting between the Navy and the recipient, and the work plan will be finalized within two weeks of the meeting. Work done under this agreement will follow the final work plan. Changes to the final work plan may be made based on mutual agreement between the Navy and the recipient.

9.4 Updated Vegetation Classification System – Draft and Final

The recipient will submit a draft updated vegetation classification system to be used to develop the vegetation and land cover map of SCI to Designated Navy Representatives not later than 6 months after award or as indicated in the work plan and agreed to by the Navy. Information in

the submittal will include: names of the vegetation and land cover types; description of methods used to define the types; hierarchical level of each vegetation type; description of the vegetation in each type (including physiognomy, structure, and floristics); criteria for defining each type; minimum mapping units; a discussion of how the system is intended to meet end user needs and improve on previous classification systems applied to mapping efforts on SCI. The recipient will revise the system to address Navy comments within 30 days of receipt of comments.

9.5 Vegetation and Land Cover Map and Report – Draft and Final

A draft report documenting all work performed under this agreement and the vegetation and land cover map and all associated data files (including but not limited to GIS files, remotely sensed imagery, spreadsheets, databases, field data forms, and photographs) will be submitted electronically along with hard copies of the report to the Designated Navy Representatives not later than 3 months before the end of the period of performance or as indicated in the work plan and agreed to by the Navy. The report will include the following:

- (1) GIS maps delineating vegetation and land cover types for the terrestrial portion of SCI (scale will follow that identified in the work plan),
- (2) A discussion of the history of vegetation mapping efforts on SCI,
- (3) A presentation of the vegetation classification developed for SCI under this agreement (including the methods used to develop and refine the classification system and the rationale for the approach used),
- (4) A description of methods followed to generate the vegetation and land cover map, including remote sensing and field data collection, processing, and analysis, the minimum mapping unit, and any other information needed to facilitate map interpretation,
- (5) Summary statistics on the vegetation and land cover map.

The final report and supporting data will be submitted to the Designated Navy Representatives no later than the end of the period of performance.

9.6 GIS Requirements. GIS formats and standards for interim and final products will be defined in the workplan for review and approval by the Navy Technical Representative. Selected GIS formats and standards should facilitate review and final map use by the Navy and other end users, and be compatible with Navy databases, standards and tools.

10.0 This cooperative agreement may be administered through a CESU only upon mutual agreement and official authorization by both parties of the acceptance of the application of the CESU Network IDC rate (17.5%).

Any resulting cooperative agreement will be subject to 2 CFR 200.313 "Equipment", 200.314 "Supplies", and 200.315 "Intangible Property" which includes use of research data, and the recipient shall comply with these regulations and policies set forth in the Terms and Conditions of any awarded cooperative agreement.

11.0 General Requirements and Information for Naval Base Coronado. Additional general requirements for installation access, photography, and other miscellaneous items are contained within Appendix A.

12.0 REFERENCES

- Holland, R.F. 1986. *Preliminary description of the terrestrial natural communities of California*. Sacramento, CA California Resource Agency, Department of Fish and Game.
- Kellogg, E.M., & Kellogg, J.L. 1994. *San Clemente Island vegetation condition and trend and the elements of ecological restoration*. Reedley, California. Tierra Data Systems.
- Sawyer, J.O., Keeler-Wolf, T., & Evens, J.M. 2009. *A Manual of California Vegetation, Second Edition*. California Native Plant Society, Sacramento, CA.
- Sproul, F., Keeler-Wolf, T., Gordon-Reedy, P., Dunn, J., Klein, A., & Harper, K. 2011. *Vegetation Classification Manual for Western San Diego County*.
- Thorne, R.F. 1976. *The Vascular Plant Communities of California*. Calif. Native Plant Society Special Publ. No. 2.
- Tierra Data Inc. 2011. *San Clemente Island Vegetation Condition and Trend Analysis, 2010*. Southwest Division U.S. Naval Facilities Engineering Command San Diego, CA

Appendix A. General Requirements and Information

The recipient is to visit the study areas as often as necessary to accomplish the purpose of the Agreement as detailed further in this Statement of Objectives. The recipient will provide the Naval Base Coronado (NBC) Representative with a list of all personnel and their work and cellular telephone numbers who will be carrying out this Agreement. It is the recipient's responsibility to obtain all necessary security and entrance clearances for themselves and their personnel and equipment into NBC. Study areas under this Agreement include: 1) Naval Auxiliary Land Field San Clemente Island (NALF SCI), excluding Impact Area I and Impact Area II.

INSTALLATION ACCESS, LOGISTICS, AND REQUIREMENTS

1. Application for and use of identification badges will be as specified herein and as otherwise directed by the Contracting Officer or his/her authorized representative. DBIDS cards are used for personnel identification and installation access. DBIDS passes for recipient personnel may be obtained by completing the SECNAV 5512 form and additional sponsor and badge type information available and processed through the Natural Resources Operations Manager (NROM) on SCI. Completed forms are submitted to the respective installation Pass and Identification (ID) offices (Naval Base Coronado and Naval Base San Diego). Applicants will need to take two of the required identification sources and a hard copy of the SECNAV 5512 form to the Pass and ID office to receive their DBIDS cards. Processing time for DBIDS cards is typically 14 days, and can at times take longer. The Pass and ID Office normal hours of operation are Monday thru Friday 0630-1600. Saturdays, Sundays, and Holidays are generally unavailable. Hours are subject to change. Check for current hours before visiting. The recipient must provide evidence of a valid state driver's license, and vehicle insurance and current registration, required by California state law, for each non-government vehicle used on the installation.
 - a. Recipient personnel without a DBIDS card or personnel visiting the installation for a single visit may arrange for and obtain an escort from US government civilian employees or active duty personnel.
2. Identification badges must be carried by all Agreement personnel while on U.S. Navy property and leased areas.
3. The recipient will comply with NALF SAN CLEMENTE ISLAND INSTRUCTION (NALFSCIINST) 3120.1 (2023) (or latest version) NALF San Clemente Island Standard Operating Procedures and the Southern California Offshore Operating Area And Range Manual FACSFACSDINST 3120.1M (or latest version). Natural Resources personnel employing weapons in the course of their work will comply by all US Navy, Base Security, and NALF SCI Officer in Charge guidance.

4. The recipient will not utilize ATVs or other off-road vehicles in areas not specifically approved by the SCI Natural Resources Specialist and depicted in the Work Plan.
5. Individuals driving vehicles on SCI shall have a valid driver's license.
6. The recipient will coordinate with and utilize information from the U.S. Navy, as well as other professionals who are experienced in the project objective subject matter as directed by the Designated Navy Representatives. However, the Recipient will not involve themselves in negotiations with the regulators concerning matters addressed within this Agreement nor provide data to the regulators (or any other entity) without permission from the Designated Navy Representatives. If information or data is needed to support a formal ESA consultation, it will be requested by the Navy Representatives, who will then discuss with the regulator(s). All requests for data sharing from any entity will be directed to the Designated Navy Representatives.
7. The recipient will have access to review pertinent files at NALF SCI and should be familiar with San Clemente Island Integrated Natural Resources Management and regulatory requirements (i.e., understand requirements of the applicable Biological Opinions and Conservation Agreements), and work closely with the installation representative in planning and carrying out field work.
8. The recipient will inform SCI Security by radio immediately or as soon as feasible and will inform the Installation Representative via electronic mail within twenty-four hours of any unusual activity observed while conducting surveys in the field (e.g., trespassers). Information should include (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity. Any unauthorized range activity or range safety concerns will be reported to both SCI Security and SCI Range Coordination by radio or phone as soon as signal (radio or phone) supports reporting. The SCI NROM will be made aware of any unusual activity or range safety violations reports via in-person, phone, or email communication within 12 hours of the report.
9. The recipient will inform the Installation Representative via telephone and electronic mail, of any unusual animal or plant species observed while conducting surveys in the field (e.g., species not known to be native or naturalized to SCI or species which are federally listed or are State of California Species of Special Concern) within twenty-four hours of the observation. Information should include (1) location, (2) date, (3) time and (4) photos, as well as detailed facts about the sighting.
10. Smoking is not allowed in the non-developed areas of the Installation.
11. The Recipient will not respond to any inquiries about this Agreement from the news media or non-governmental organizations or other persons during the term of this Agreement unless they have first consulted with the Department of the

Navy and a determination has been made that the California Public Records Act, California Government Code §6250, et seq., is applicable, and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254 (k). All inquiries will be directed to the NBC Public Affairs Officer (PAO), coordinated through the Installation Representative.

12. The recipient shall manage generated electronic waste (including alkaline batteries), bio-medical waste, hazardous material, hazardous waste, and hazardous waste residues in accordance with federal, state, and NBC regulations and policies. Questions on proper disposal and management shall be coordinated through the NROM. It is the responsibility of the recipient to properly dispose of all trash/waste generated in fulfillment of this agreement.

13. Prior to entering the field each day, the recipient shall confirm range access on the range schedule provided by the NROM or other point of contact and record in the SCI NR Log Book the personnel entering the field, the grid location of fieldwork, time entering the field, estimated time of return, and vehicle. Upon returning from the field, the recipient shall record time of return.

14. Staff working on this Agreement shall carry a functioning ELMR radio while conducting fieldwork on SCI. Staff shall check in and out of range areas by calling SCI Range Coordination personnel at call sign "Starburst" upon entry and exit of mapped range areas with the number of vehicles, passengers, and the range schedule event number.

15. No ground disturbing activities may take place at SCI without approval from the Installation Representative. Additionally, to avoid impacts to federally listed, rare, or endemic plants the Recipient and/or their representatives must coordinate all vegetation disturbing activities with the SCI Natural Resource Specialist/Botany Program Manager. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement.

16. If any objects are found that appear to be cultural or archeological resources the recipient must contact the CNRSW Cultural Resources Program Manager at (619) 705-5664 and make the SCI NROM aware.)

17. Prior to conducting any fieldwork at SCI, the recipient and their staff shall complete the current UXO training as provided by the NROM or Range Coordination personnel. Unexploded ordnance may be encountered while conducting fieldwork. recipient shall not touch or attempt to pick-up any suspected ordnance. recipient shall place flagging in the general area of the ordnance and notify Range Coordination and/or FACSAC.

18. The primary use of SCI is for its military mission. Without prior notice, designated areas may become closed to the activities of the recipient. In some cases, due to operations or other circumstances, it may be necessary to deny the recipient access to portions of SCI for short periods of time. In such cases, the recipient will be provided notification of such as soon as possible. Cancellation of range access with less than 24-hours' notice, repeated cancellations, or repeated exclusion shall be reported to the NROM for deconfliction with Range Coordination and/or FACSFAC. It is the responsibility of the recipient to reschedule this work as feasible, working with the NROM (if not precluded by long-term access restrictions). If access restrictions will preclude achieving Agreement objectives, notice shall be given to the Installation Representative and CPF Natural Resources Manager.

19. The NALF SCI Training Areas (TAs), Shore Bombardment Area (SHOBA), Training and Range Areas (TARs), Special Warfare Training Areas (SWATs, formerly Special Weapons and Tactics), and Artillery Vehicle Maneuver Areas (AVMAs) are accessed in coordination with the NROM and/or the Installation Representative.

a. Access requests to range areas must be made through the NROM and/or Installation Representative, who will route the request to FACSFAC scheduling.

b. The recipient is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Restricted Access Areas due to the presence of unexploded ordnance. The following areas are Restricted Access Areas, which require SCI OIC approval and EOD Technician escort to access: BLU-97 area, Eel Point 40mm Range, and Site 14. If access to these areas is necessary to fulfil this agreement, it will be coordinated through the NROM and Installation Representative. Coordinates or maps of these areas are to be carried by all staff working under this Agreement while conducting fieldwork near the boundaries of these areas to ensure the boundaries are not crossed.

20. The SHOBA gate key may be obtained from the lockbox at NRO (building 60258) or from SCI Security at Building 60151. Keys shall be returned to the lockbox or SCI Security upon completion of the scheduled range access period for that day.

21. Naval Special Warfare (NSW) Basic Underwater Demolition/SEAL (BUD/S) and Maritime Operations (MAROPS) in SWATS 1 & 2 shall not be accessed unless they are scheduled for use by the recipient through the NROM or Installation Representative and access is confirmed within 24-hours on the Range schedule. The recipient shall check in at the quarter deck at MAROPS at the start of scheduled access. India flags (yellow) will be raised at the entry points to the ranges where work will be conducted. If there is a Bravo flag (red)

already raised, the recipient will return to the quarterdeck and contact range control.

22. Due to the classified nature of some activities at SCI, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered with special permission.

23. Gates have been installed on various roads. When closed or a roadblock has been placed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, the recipient will coordinate through the NROM or Installation Representative so that appropriate arrangements can be made to gain access.

DATA AND PUBLICATIONS

1. This Cooperative Agreement is subject to, and recipient shall comply with, 32 CFR Subpart 32.6 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to recipient and the Government will notify the recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.
2. The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the recipient's fundamental consideration in performing the research under this Agreement shall be recipient's right to publish the results of such research for academic and scientific purposes. The recipient shall submit, for review and comment, any proposed professional, scientific, or non-scientific report, paper or note, whether it will be published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.
3. The acknowledgements for any paper, note, article, or presentation resulting from this work shall include the following statement: *"This research was funded by the Department of the Navy on behalf of the Commander Pacific Fleet and Naval Base Coronado."*
4. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the recipient at the time of publication.
5. The U.S. Navy, at its discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.
6. Any presentation, publication, scientific paper, or poster shall be submitted in draft form to the US Navy (NBC Representative/POC and NBC PAO) for review and comment prior to finalization and release.
7. Samples, specimens, and data collected under this agreement or while on SCI to execute this agreement shall not be provided to other entities, researchers, or depositories without written approval of the US Navy Installation Representative.

SAFETY

1. The recipient will be required to develop a site-specific Health and Safety Plan and Accident Prevention Plan (APP) if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:
 - a. soil boring or digging test pits (excludes manual collection of *de minimis* surface soil samples)
 - b. all field work on hazardous waste or munitions response sites
 - c. work on, in, or near bodies of water where there a danger from drowning
 - d. use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
 - e. excavation, backfilling, and compaction
 - f. use of man lifts, ladders, and other climbing apparatus
 - g. use of weight handing equipment, e.g. crane, forklifts, and hoists
 - h. well drilling and/or well pump repair or replacement
 - i. construction, demolition, or repair of site improvements
 - j. remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
 - k. work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines
 - l. exposure to harmful plants, animals, and insects
 - m. exposure to inclement weather, unstable soil, greater than 15% ground slope
2. An abbreviated APP can be prepared in lieu of a standard APP for projects that are limited in scope. These are: study, survey, observation, or other activities where an employee is exposed only to inclement weather, harmful plants, animals and insects or effects of injury or illness, if an incident occurs, is minor to moderate. If the project involves a potentially hazardous activity, the recipient shall develop an APP, Activity Hazardous Analysis (AHA) and site-specific Health & Safety Plan (HASP) and submit the AHA and HASP as attachments to the APP to the NBC Representative.
3. As a minimum, references used to develop the site-specific APP are: the latest edition of the EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, address all sections that are deemed appropriate for performing the work in this Cooperative Agreement, while ensuring a safe work environment for all personnel involved.
4. The APP will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The recipient shall certify to US Navy that the Final APP has been reviewed with each recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

HOLD HARMLESS

1. The Government shall not be responsible for the loss of or damage to property of the recipient and/or his/her representatives, or for personal injuries to the recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

2. In the event of damage, including damage by contamination, to any Government property by the Recipient, its officers, agents, servants, employees, or invitees, the recipient, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.

INSURANCE

1. At the commencement of this Cooperative Agreement, the recipient shall obtain, from a reputable insurance company or companies satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$ 1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the recipient, its employees, agents or contractors under this Cooperative Agreement. The recipient shall require the insurance company or companies to furnish the Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

2. All insurance required of the recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the recipient or the Government or any other person concerning such amount or change in coverage.

3. The recipient at its sole cost and expense, may ensure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of Section XIV, including coverages specified in Attachment A hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education.)

4. During the entire period the Cooperative Agreement shall be in effect, the recipient shall require its contractors or agents or any contractor performing work at the recipient’s or agent’s request on the affected Government Premises to carry and maintain the insurance required as follows: **“Comprehensive general liability insurance in the amount of \$1,000,000.00.”**

5. The recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Cooperative Agreement and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this paragraph, the recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the recipient for such loss or damage, the recipient shall affect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the recipient by the Government. In the event the recipient shall

have effected any repair, rebuilding, or replacement which the recipient is required to effect pursuant to this paragraph, the Government shall direct payment to the recipient of so much of the proceeds of any insurance carried by the recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the recipient to effect such repair, rebuilding or replacement. In event the recipient shall not have been required to affect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the recipient, the recipient shall promptly refund to the Government the amount of such proceeds.

APPENDIX A- CESU COOPERATIVE AGREEMENT

ADDITIONAL PROVISIONS FOR INTRA-AGENCY AGREEMENT, FS FORM 7600A,
BETWEEN
US ARMY CORPS OF ENGINEERS (USACE)
AND
THE [U.S. NAVY PACIFIC FLEET]
AGREEMENT NUMBER A2303-017-096-041399

ARTICLE I – AUTHORITY.

Under authority of the Sikes Act (16 U.S.C. § 670c-1) and the Economy Act (31 U.S.C. § 1535), , as implemented by 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 32 CFR Part 21, *DoD Grant and Agreement Regulations (DoDGARs)*, DoD Directive 3210.06, *Defense Grant and Agreement Regulatory System*, and DoD 7000.14-R, *DoD Financial Management Regulation*, USACE will provide reimbursable Cooperative Agreement (CA) support to project sponsors, which may include any of the Defense Agencies or Military Departments, related to the award and administration of CAs under the above authorities.

ARTICLE II – SCOPE.

Services and any goods related thereto that the U.S. Army Corps of Engineers (USACE) may provide under this IAA are limited to those described in Block 11 and within amounts specified in Block 9 of the applicable 7600A. The provision of services and any goods related thereto beyond such description or amounts shall require the modification of this IAA or execution of a new IAA by appropriate officials of each Party.

Nothing in this IAA shall be construed to require [U.S. NAVY PACIFIC FLEET] to use USACE or to require USACE to provide any services to [U.S. NAVY PACIFIC FLEET], except as may be set forth in orders executed pursuant to administration of cooperative agreements for projects administered through the Cooperative Ecosystem Studies Unit (CESU) National Network.

Project Title	Location	Estimated Cost
Environmental Support Services for U.S. Navy Pacific Fleet	Naval Base Coronado & San Clemente Island	\$34,526,440
Environmental Support Services for U.S. Navy Pacific Fleet	Hawaii Region	\$500,000
USACE SWF RPEC Overhead Fees and Charges Amount	USACE SWF RPEC	\$1,843,497
Total:		\$36,869,937

ARTICLE III – INTRA-AGENCY COMMUNICATIONS.

To provide for consistent and effective communication between USACE and [U.S. NAVY PACIFIC FLEET], each Party shall appoint a Principal Representative to serve as a central point of contact on matters relating to this IAA. Additional representatives may also be appointed to serve as points of contact on individual orders. The Principal Representatives are as follows:

USACE:

- 1) Kathy Mitchell
Environmental Agreements PM
US Army Corps of Engineers
Regional Planning and Environmental Center (RPEC)
Email: kathy.s.mitchell@usace.army.mil
Phone: 817-886-1709
- 2) Lori Kruse-Johnson
Chief, CESU/Environmental Interagency Support Section
US Army Corps of Engineers
Regional Planning and Environmental Center (RPEC)
Email: kathy.s.mitchell@usace.army.mil
Phone: 918-810-9419

U.S. Navy Pacific Fleet

- 1) Kimberly O’Conner
Conservation Program Manager
Environmental Readiness Division
U.S. Pacific Fleet
Kimberly.a.oconnor16.civ@us.navy.mil
Phone: 808-864-5938
- 2) Julie Rivers
Pacific Marine Species Program Manager
Environmental Readiness Division
U.S. Pacific Fleet
Julie.rivers@navy.mil
Phone: 808-474-6391

ARTICLE IV – ORDERS.

In response to requests from [U.S. NAVY PACIFIC FLEET] for USACE assistance under this IAA, USACE and [U.S. NAVY PACIFIC FLEET] shall conclude mutually agreed upon written orders. Services and any goods related thereto shall be provided under this IAA only after an appropriate order has been signed by an authorized representative of each Party. Orders will be executed on FS Form 7600B. Funding for an order will be transferred via a FS Form 7600B when both parties have such capability within G-Invoicing, or via a DD Form 448,

Military Interdepartmental Purchase Request (MIPR) when either party does not. Orders shall comply with the DoDGARs and shall contain a DOD FMR Vol. 11A, Ch. 3, para. 030602 certification. The parties agree that the [U.S. NAVY PACIFIC FLEET]] will not provide and USACE will not accept direct funding under this Agreement. Payment for reimbursable work shall be made [U.S. NAVY PACIFIC FLEET]. All rates expressing the unit cost of services provided in this agreement are based on current rates, which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.

By executing this IAA, [U.S. NAVY PACIFIC FLEET] certifies that all orders that may be placed hereunder to provide the requested services and any goods related thereto are supported by the following determinations and findings:

- 1) [U.S. NAVY PACIFIC FLEET] has determined funds are available;
- 2) [U.S. NAVY PACIFIC FLEET] has determined the order is in the best interest of the United States Government; USACE has determined it is able to provide or obtain by contract or cooperative agreement the ordered services and any goods related thereto; and
- 3) Project sponsor has determined it cannot obtain the ordered services and any goods related thereto directly by contract as conveniently or economically as by an Economy Act order.

By executing an order both Parties certify that the above Economy Act requirements have been met. Upon signature by each Party's authorized representative, an order shall constitute a valid Economy Act order. Orders must include:

- 4) detailed scope of work statement to include project Statement of Objective to be used for award of a CA;
- 5) schedules;
- 6) amount of funds required and available to accomplish the Scope of Work;
- 7) [U.S. NAVY PACIFIC FLEET] fund citation and the date upon which the cited funds expire for obligation purposes;
- 8) procedures for amending or modifying the order; and
- 9) such other particulars as are necessary to clearly describe the obligations of the Parties with respect to the requested services and any goods related thereto.

Support services for award and administration of a CA shall be provided under this IAA and Appendix only after an appropriate GT&C and associated order have been signed by authorized representatives of each Party. In the case of conflict between this IAA, an associated order, or this Appendix, the IAA shall control.

ARTICLE V – RESPONSIBILITIES OF THE PARTIES.

USACE shall:

- 1) Provide [U.S. NAVY PACIFIC FLEET] with services and any goods related thereto in accordance with the purpose, terms, and conditions of this IAA and any specific requirements set forth in orders and implementing arrangements.
- 2) Ensure that only authorized USACE representatives sign orders.
- 3) Provide detailed periodic progress, financial and other reports to [U.S. NAVY PACIFIC FLEET] as agreed to in an order. Financial reports shall include information on all funds received, obligated, and expended, and any forecasted obligations and expenditures. Furnish [U.S. NAVY PACIFIC FLEET] with services in accordance with the purpose, terms, and conditions of this IAA and Appendix and with specific requirements set forth in orders and associated implementing arrangements, if applicable.
- 4) If it is determined that USACE RPEC cannot execute work under an order, HQUSACE may assign another suitable District other than the Fort Worth District to perform work. The work assigned to that District would be under the same terms and conditions as the Fort Worth District after HQUSACE determines that such District has the CESU experience and is best suited to perform such work. In support of increasing CESU workload, the RPEC may reach out for additional Project Management Support from other Districts with CESU management experience.

[U.S. NAVY PACIFIC FLEET] shall:

- 1) Certify, prior to the execution of each order under this IAA that the order complies with the requirements of the Economy Act and is supported by the Determinations and Findings under Article IV of this Appendix.
- 2) Pay all costs associated with USACE's provisions of services and any goods related thereto under this IAA and certify, at the time of signature of an order, the availability of funds necessary to accomplish that order.
- 3) Ensure that only authorized [U.S. NAVY PACIFIC FLEET] representatives sign orders.
- 4) Develop draft orders to include scope of work statements.
- 5) Obtain for USACE all necessary real estate interests and access to all work sites and support facilities and perform all coordination with and obtain any permits from state and local agencies, as necessary during the execution of each order.
- 6) [U.S. NAVY PACIFIC FLEET] agrees to provide a FAR 7.503(c) & (d) determination to satisfy the requirements of FAR 7.503(e).
- 7) [U.S. NAVY PACIFIC FLEET] will provide USACE projections of requested support. Significant changes in USAF's support requirements should be submitted to

USACE in a manner that will permit timely modification of resource requirements.

ARTICLE VI – FUNDING

This IAA does not document the obligation of funds between the Parties. Any obligation of funds in support of this IAA will be accomplished by executing an order on either a FS Form 7600B or a DD Form 448, MIPR, in accordance with Article IV of this Appendix and applicable APPENDIX.

[U.S. NAVY PACIFIC FLEET] shall pay all costs associated with USACE's provision of services and any goods related thereto under this IAA. USACE shall bill [U.S. NAVY PACIFIC FLEET] monthly for costs incurred using Standard Form (SF) 1080, Voucher for Transfers Between Appropriations and/or Funds. [U.S. NAVY PACIFIC FLEET] will use the Intra-Governmental Payment and Collection System (IPAC) to automatically reimburse USACE. Upon request by USACE, [U.S. NAVY PACIFIC FLEET] shall provide funds in advance of any obligation. Bills rendered will not be subject to audit in advance of payment.

If USACE forecasts its actual costs under an order to exceed the amount of funds available under that order, it shall promptly notify [U.S. NAVY PACIFIC FLEET] of the amount of additional funds necessary to complete the work under that order. The [U.S. NAVY PACIFIC FLEET] shall either provide the additional funds to USACE, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that order.

Within 90 days of completing the work under an order, USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, USACE shall return to [U.S. NAVY PACIFIC FLEET] any funds advanced in excess of the actual costs as then known, or [U.S. NAVY PACIFIC FLEET] shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the [U.S. NAVY PACIFIC FLEET]'s duty in accordance with Article X to pay for any costs, such as claims or other liability, which may become known after the final accounting. USACE will submit statements of costs to [U.S. NAVY PACIFIC FLEET].

ARTICLE VII – APPLICABLE LAWS.

This IAA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all work undertaken by USACE shall be governed by USACE policies and procedures.

ARTICLE VIII – CLAIMS AND DISPUTES

All claims and disputes by CA recipients arising under or relating to CAs awarded by USACE shall be resolved in accordance with Federal law, the DoDGARs, and the terms of the individual CA. USACE shall have dispute resolution authority for these claims. USACE shall be responsible for handling all disputes arising under or relating to the CAs, including litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. USACE shall notify the project sponsor of any such litigation and afford the project sponsor an opportunity to review and comment on the litigation proceedings and any resulting

settlement negotiations; however, as provided above, USACE shall be the dispute resolution authority and will make all decisions regarding claims and disputes, including whether to accept or propose any settlement. The project sponsor shall be responsible for all such costs in accordance with the applicable Appendix.

ARTICLE IX – DISPUTE RESOLUTION

Disputes over an agreement between DoD Components should be resolved in accordance with DoDI 5145.05. Disputes between a DoD Component and another federal entity will be resolved in accordance with guidance provided in the Volume 1, Part 2, Chapter 4700, Appendix 10 of the Department of the Treasury Financial Manual. For disputes that fall outside the purview of the Treasury Financial Manual referenced in block 16, or as otherwise mutually agreed by the Parties, the Parties shall use their best efforts to resolve any disputes between themselves in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the Parties shall elevate the issue through their respective chains of command and, if needed, refer the matter to the appropriate office of the Secretary of Defense for resolution.

ARTICLE X — RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to USACE's provision of services and any goods related thereto under this IAA, USACE will accept accountability for its actions, but [U.S. NAVY PACIFIC FLEET] shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs to include any litigation expenses incurred by USACE in defending a claim or dispute associated with the work. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should [U.S. NAVY PACIFIC FLEET] have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, [U.S. NAVY PACIFIC FLEET] remains responsible for seeking additional funds from Congress for such purposes, subject to OMB approval. Nothing in this IAA shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

Notwithstanding the above, this IAA does not confer any liability upon [U.S. NAVY PACIFIC FLEET] for claims payable by USACE under the Federal Torts Claims Act. Provided further that nothing in this IAA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this IAA, as outlined in the applicable Appendix.

ARTICLE XI – PUBLIC INFORMATION

Justification and explanation of projects funded under this IAA before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the [U.S. NAVY PACIFIC FLEET]. USACE may provide, upon request, any assistance necessary to support the project sponsor's justification or explanations of the programs conducted under this agreement. In general, the project sponsor is responsible for all public information for programs conducted under this IAA. USACE may make public announcements

and respond to all inquiries relating to the ordinary procurement, award, and administration process. [U.S. NAVY PACIFIC FLEET or USACE shall make its best efforts to give the other Party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to orders under this agreement.

ARTICLE XIII - MISCELLANEOUS

1) Other Relationships or Obligations: This IAA shall not affect any pre-existing or independent relationships or obligations between [U.S. NAVY PACIFIC FLEET] and USACE.

2) Survival: The provisions of this IAA that require performance after the expiration or termination of this IAA shall remain in force notwithstanding the expiration or termination of this IAA.

3) Severability: If any provision of this IAA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

4) Transferability: This IAA is not transferable except with the written consent of the Parties.

5) In case of mobilization or other emergency, this agreement will remain in force only within USACE capabilities.

ARTICLE XIII – REQUIRED REVIEWS

The Parties will review this IAA annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

ARTICLE XIV – AMENDMENT, MODIFICATION AND TERMINATION

This IAA may be modified or amended only by written, mutual agreement of the Parties. Either Party may unilaterally terminate this APPENDIX by providing at least 180 days written notice to the other Party. In the event of termination, the project sponsors shall continue to be responsible for all costs incurred by USACE under this APPENDIX and for the costs of closing out or transferring any on-going CAs.

ARTICLE XV – EFFECTIVE DATE

This IAA takes effect beginning on the day after the last Party signs or the start date specified in Block 4 of the applicable 7600A, whichever is later.

ARTICLE XVI – EXPIRATION DATE

This IAA expires on end date specified in Block 4 of the applicable 7600A.

ARTICLE XVII - CESU MEMORANDUM OF AGREEMENT

The terms and conditions of the Memorandum of Agreement (MOA) between USACE and the Office of the Assistant Secretary of Defense for Energy, Installation, and Environment dated March 31, 2022, are hereby incorporated into this agreement. In the event of a conflict between the terms of the MOA and the terms of this Appendix, the terms contained in the MOA shall govern. The MOA has been included as Attachment 1 to this Appendix.

ATTACHMENT 1

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY CORPS OF ENGINEERS
AND
OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
FOR ENERGY, INSTALLATIONS, AND ENVIRONMENT
ØTO
PROVIDE SUPPORT FOR PROJECTS ADMINISTERED THROUGH
THE COOPERATIVE ECOSYSTEM STUDIES UNIT (CESU)
NATIONAL NETWORK**

This MEMORANDUM OF AGREEMENT (MOA) is hereby entered into by the United States Army Corps of Engineers (USACE) and Office of the Assistant Secretary of Defense for Energy, Installations, and Environment OASD(EI&E) (collectively, the “Parties”) designating USACE to act as a Department of Defense (DoD) Point of Contact (POC) to support the award and administration of cooperative agreements (CAs) for projects administered through the Cooperative Ecosystem Studies Unit (CESU) National Network. Within USACE, the Chief of the Environmental Division shall be the POC and responsibility for execution shall be delegated to the Corps of Engineers Southwestern Division (CESWD) Fort Worth District (CESWF), Regional Planning and Environmental Center (RPEC).

1. BACKGROUND.

Established in 2001, the CESU National Network provides research, technical assistance, and education to federal resource and environmental managers. The network comprises 17 biogeographic regional units, and includes DoD, other federal partners, universities, and non-government organizations. The objectives of the CESU are to provide natural, cultural, and social science resource managers with access to high-quality scientific research, technical assistance, and education that is timely and relevant, and to share resources and expertise within the network. CAs are used to access university partners to obtain research, technical assistance, and education services in an efficient and low-cost manner (e.g., indirect costs are lower through the use of the CESU Network). DoD manages about 25 million acres of land that provide test and training environments for the military. DoD’s Natural Resources Program supports the military’s combat readiness mission by ensuring continued access to realistic habitat conditions while simultaneously working to ensure the long-term sustainability of our Nation’s priceless natural heritage. DoD natural resources stewardship activities are authorized under the Sikes Act to support this mission. Since 2001, DoD and the military services have used the CESU Network to administer various projects and activities for the benefit of the military mission.

2. PURPOSE.

The purpose of this MOA is to establish an agreement between the USACE and the OASD(EI&E) to support DoD Components’ award and administration of CAs for projects administered through the CESU Network. Specifically, this MOA authorizes USACE to provide CA award and administration support to DoD “project sponsors” (i.e., military installations, Commands, and Service Head Quarters) desiring to use the CESU Network. The DoD Natural Resources Program is the

authorized CESU Network national representative for DoD and the Military Departments.

3. AUTHORITY.

A. DoD and the Military Departments are authorized to enter into CAs to assist in providing research, technical assistance, and education in accordance with, but not necessarily limited to, the following:

1. 16 U.S.C. § 670c-1 (Cooperative and Interagency Agreements for Land Management on Installations)
2. 10 U.S.C § 2358 (Research and Development Projects)
3. 10 U.S.C § 2694 (Conservation and Cultural Activities)
4. 10 U.S.C. § 2684 (Cooperative Agreements for Management of Cultural Resources)
5. 10 U.S.C § 2684a (Agreements to Limit Encroachments and Other Constraints on Military Training, Testing, and Operations)

B. Under authority of the Economy Act (31 U.S.C. § 1535), USACE will provide reimbursable CA support to project sponsors, which may include any of the Defense Agencies or Military Departments, related to the award and administration of CAs under the above authorities, 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 32 CFR Part 21 - DoD Grant and Agreement Regulations (DoDGARs), DoD Directive 3210.06 - Defense Grant and Agreement Regulatory System, and DoD 7000.14-R - DoD Financial Management Regulation.

4. RESPONSIBILITIES.

A. Responsibilities of USACE.

1. HQUSACE Environmental Division will provide general administrative support, guidance, and oversight for work conducted pursuant to this MOA.
2. HQUSACE has designated the CESWF RPEC to implement the support services envisioned by this MOA. All other Districts will execute CA projects under the CESU Network through the RPEC. The CESWF has been the executing District for the CESU for over 20 years and has a full team of Project Managers, program support, legal support, and a full Grants Officer and Specialist support team.
3. USACE shall provide the project sponsors with services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in orders, as described in Section 5 of this MOA, and associated implementing arrangements, if applicable.
4. USACE shall provide detailed periodic progress, financial, and other reports to the project sponsors as agreed to in the orders and any associated implementing

arrangements. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.

5. If it is determined that the RPEC cannot execute work under an order, HQUSACE may assign another suitable District other than CESWF to perform work. The work assigned to that District would be under the same terms and conditions as CESWF after HQUSACE determines that such District has the CESU experience and is best suited to perform such work. In support of increasing CESU workload, the RPEC may reach out for additional Project Management Support from other Districts with CESU management experience.

B. Responsibilities of the project sponsors.

1. Project sponsors representing one or more military installations will, under the terms of separately funded CAs, identify projects for which the USACE will provide CA award and administration services.
2. Project sponsors shall certify, prior to the execution of each order under this MOA that the order complies with the requirements of the Economy Act.
3. Project sponsors shall pay all costs associated with USACE's provision of services under this MOA and shall certify, at the time of signature of an order, the availability of funds necessary to accomplish the order.

C. Support costs for non-procurement instrument award and management activities.

1. The schedule for support costs in the Annex A reflects USACE's best estimate of the actual costs for an award and the administrative requirements of a CA within the CESU system. These costs shall be used for planning purposes for each CA. Each project sponsor shall provide funding for these costs through orders executed pursuant to Section 5 of this MOA for each project to be administered by USACE.

The estimated cost schedule becomes effective within 90 days of completion of this MOA and remains in effect until superseded/replaced by a new signed and dated Annex. The cost schedule is subject to change with written approval from both Parties. Furthermore, the Parties agree to mutually revisit costs annually to verify rates are reflective of actual costs by the USACE. It is mutually understood by the Parties that the cost schedule, and modification to it, merely represent estimates and that the actual cost of services provided by USACE may ultimately be higher or lower than such estimates. In all instances, project sponsors are responsible for all project costs and are required to pay the actual cost of services provided.

5. ORDERS.

- A. Prior to executing any orders under this MOA, the Parties shall execute a General Terms and Conditions agreement (GT&C), using Department of Treasury Fiscal Service (FS)

Form 7600A, that incorporates the terms and conditions of this MOA by reference. The Parties may execute one or multiple FS Forms 7600A under this MOA, as needed. The Parties shall enter all GT&Cs executed hereunder into G-Invoicing when both Parties have access.

- B. In response to requests from a project sponsor for USACE assistance under this MOA and associated GT&C(s), USACE and the project sponsor shall conclude a mutually agreed upon written order. Services and any goods related thereto shall be provided under this MOA and associated GT&C(s) only after an appropriate order has been signed by an authorized representative of each Party. Orders will be executed on FS Form 7600B when G-Invoicing has the functionality and when both Parties have G-Invoicing access (NOTE: Prior to G-Invoicing having 7600B functionality, USACE preference is to use the hardcopy version of the 7600B if the other DoD party agrees), or via a DD Form 448, Military Interdepartmental Purchase Request (MIPR) when either party does not. When the Parties execute an order using only a MIPR, a specific Statement of Work must be incorporated or attached and the MIPR must otherwise include the same information required on a FS Form 7600B. Once fully implemented, orders will be developed using the FS Form 7600B format in G-Invoicing.
- C. By executing an Economy Act order, both Parties certify the following requirements have been met:
1. The project sponsor has determined funds are available;
 2. The project sponsor has determined the order is in the best interest of the United States Government;
 3. USACE has determined it is able to provide or get by contract or cooperative agreement the ordered services and any goods related thereto; and
 4. The project sponsor has determined it cannot obtain the ordered services and any goods related thereto directly by contract or cooperative agreement as conveniently or economically as by an Economy Act order.
- D. Orders must include:
1. Reference to the Economy Act (31 U.S.C. § 1535) as the reimbursable authority and the substantive CA statutory authority under which the project sponsor is otherwise authorized to award a CA;
 2. An adequate description of the required work (scope of work) to include project Statement of Objective to be used for award of a CA;
 3. The amount of funds required, available, and provided to accomplish the order;
 4. Funding arrangements, including if payment will be in advance or by reimbursement;
 5. The fund citation and date upon which the cited funds expire for obligation;
 6. Identification of individual project managers;
 7. Procedures for amending or modifying the order; and
 8. Such other particulars as are necessary to describe clearly the obligations of the Parties with respect to the requested services.

- E. Support services for award and administration of a CA shall be provided under this MOA only after an appropriate GT&C and associated order have been signed by authorized representatives of each Party. In the case of conflict between this MOA and an associated GT&C or order, this MOA shall control.

6. FUNDING.

- A. Neither this MOA nor any associated GT&C documents the obligation of funds between USACE and project sponsors. Any obligation of funds in support of this MOA will be accomplished by executing an order on an FS Form 7600B (or MIPR) in accordance with Section 5 of this MOA.
- B. The project sponsor shall pay all costs associated with USACE's provision of services under this MOA. USACE shall bill the project sponsor monthly for costs incurred using Standard Form (SF) 1080, Voucher for Transfers Between Appropriations and/or Funds. The project sponsor will use the Intra-Governmental Payment and Collection System (IPAC) to automatically reimburse USACE. Bills rendered will not be subject to audit in advance of payment.
- C. If USACE forecasts its actual costs under an order to exceed the amount of funds available under that order, it shall promptly notify the project sponsor of the amount of additional funds necessary to complete the work under that order. The project sponsor shall either provide the additional funds to USACE, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that order.
- D. Within 90 days of completing the work under an order, USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, USACE shall return to the project sponsor any funds advanced in excess of the actual costs as then known, or the project sponsor shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the project sponsor's duty in accordance with Section 10 to pay for any costs, such as claims or other liability, which may become known after the final accounting.

7. APPLICABLE LAWS.

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all work undertaken by USACE shall be governed by USACE policies and procedures.

8. CLAIMS AND DISPUTES.

All claims and disputes by CA recipients arising under or relating to CAs awarded by USACE shall be resolved in accordance with Federal law, the DoDGARs, and the terms of the individual CA. USACE shall have dispute resolution authority for these claims. USACE shall be responsible for handling all disputes arising under or relating to the CAs, including litigation involving disputes and

appeals, and for coordinating with the Department of Justice as appropriate. USACE shall notify the project sponsor of any such litigation and afford the project sponsor an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations; however, as provided above, USACE shall be the dispute resolution authority and will make all decisions regarding claims and disputes, including whether to accept or propose any settlement. The project sponsor shall be responsible for all such costs in accordance with Section 10.

9. DISPUTE RESOLUTION.

The Parties agree that, in the event of a dispute between the Parties, they shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the Parties shall elevate the issue through their respective chains of command.

10. RESPONSIBILITY FOR COSTS.

If liability of any kind is imposed on the United States relating to the USACE's provision of services under this MOA, USACE will accept accountability for its actions, but the project sponsor shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs to include any litigation expenses incurred by USACE in defending a claim or dispute associated with the work. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the project sponsor have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming, or other means, the project sponsor remains responsible for seeking additional funds for such purposes, subject to OMB approval as applicable. Nothing in this MOA shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies. Notwithstanding the above, this MOA does not confer any liability upon the project sponsor for claims payable by USACE under the Federal Torts Claims Act. Provided further that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party, and no third party is intended to be a beneficiary of this MOA.

11. PUBLIC INFORMATION.

Justification and explanation of projects funded under this MOA before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the project sponsors. USACE may provide, upon request, any assistance necessary to support the project sponsors' justification or explanations of the programs conducted under this MOA. In general, the project sponsor is responsible for all public information for programs conducted under this MOA. USACE may make public announcements and respond to all inquiries relating to the ordinary procurement, award, and administration process. The project sponsor or USACE shall make its best efforts to give the other Party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to orders under this MOA.

12. MISCELLANEOUS.

- A. Other Relationships or Obligations: This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties or project sponsors. This MOA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- B. Survival: The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.
- C. Severability: If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- D. Transferability: This MOA is not transferable except with the written consent of the Parties.

13. REQUIRED REVIEWS.

The Parties agree to meet two times per year to review this MOA, and to address financial issues or impacts and other procedural efficiencies.

14. AMENDMENT, MODIFICATION, AND TERMINATION.

This MOA may be modified or amended only by written, mutual agreement of the Parties. Either Party may unilaterally terminate this MOA by providing at least 180 days written notice to the other Party. In the event of termination, the project sponsors shall continue to be responsible for all costs incurred by USACE under this MOA and for the costs of closing out or transferring any on-going CAs.

15. EFFECTIVE DATE.

This MOA takes effect beginning on the day after the last Party signs.

16. EXPIRATION DATE.

This MOA will remain in place for 9 years from the effective date, unless terminated sooner as described in Section 14.

17. CANCELATION OF PREVIOUS AGREEMENT.

This MOA cancels and supersedes the previously signed Memorandum of Agreement between the USACE (CEMP) and the Office of the Assistant Secretary of Defense for Energy, Installations and Environment (OASD(EI&E)) executed on July 15, 2016.

18. PRINCIPAL CONTACTS.

Unless otherwise notified in writing, the principal contacts for this MOA are:

United States Army Corps of Engineers Contact:

Christopher L. Evans

Chief, DoD Environmental Programs Branch, Environmental Division, HQUSACE

CEMP-CED

441 G. Street NW

Washington, DC 20314

(202) 761-0338

Christopher.L.Evans@usace.army.mil

United States Army Corps of Engineers Alternative Contact:

Lori M. Kruse-Johnson

Program Manager, SWD Regional Planning and Environmental Center CESWF-PEI

2488 E. 81st St

Tulsa, OK 74137

(918) 810-9419

Lori.M.Kruse-Johnson@usace.army.mil

Department of Defense Contact:

Ryan Orndorff

DoD Natural Resources Program Director

OASD(Energy, Installations, and Environment)/ODASD(Environment and Energy Resilience)

4800 Mark Center Drive, Suite 16F16, Alexandria VA 22350

(703) 785-1967

ryan.b.orndorff.civ@mail.mil

19. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals identified as principal contacts in this MOA are authorized to act in their respective areas for matters related to this MOA.

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CHRISTINE T. ALTENDORF, PhD, PE
Director of Military Programs
US Army Corps of Engineers

3/11/22

(Date)

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RICHARD G. KIDD, IV
Deputy Assistant Secretary of Defense
(Environment and Energy Resilience)

3/31/22

(Date)

ANNEX A. ACTIVITY-BASED ESTIMATED COST SCHEDULE FOR CESU COOPERATIVE AGREEMENTS

Type of Action	Value	Cost Per Action
Competed (New or Re-competed) or Principal Investigator (PI) Initiated	Less than \$240K	\$12,000
	Greater than \$240K and up to \$1M	5%
	Greater than \$1M	Estimated cost to be addressed on a case-by-case basis to reflect project complexity, project length, customer administrative needs.
Modifications	Less than \$240K	\$12,000
	\$240k - \$1M	5%
	\$1M and greater	Estimated cost to be addressed on a case-by-case basis to reflect project complexity, project length, customer administrative needs.
No Cost PoP Extension (NCPE)	Any value cost modification	\$10,000

*** Notes:**

**It should be emphasized that the Costs Per Action in the “Annex A. Activity-Based Estimated Cost Schedule for CESU Cooperative Agreements,” shown above, are estimates.

**Rates in FY23 and beyond will be indexed annually, based on the values in the published DoD Joint Inflation Calculator.