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NSB KINGS BAY  
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LETTER WITH ATTACHED PROPOSED COOPERATIVE AGREEMENT EXECUTION PLAN  
NSB KINGS BAY GA  
6/4/2001  
NSB KINGS BAY



07/31  
DEPARTMENT OF THE NAVY

NAVAL SUBMARINE BASE  
1063 USS TENNESSEE AVENUE  
KINGS BAY, GEORGIA 31547-2606

NSB Kings Bay Administrative Record  
Document Index Number

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IN REPLY REFER TO:

5090

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04 JUN 2001

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Bruce Khaleghi  
Georgia Department of Natural Resources  
Environmental Protection Division  
205 Butler Street, SE, Suite 1252  
Atlanta, GA 30334

Dear Mr. Khaleghi:

Attached is our proposed Cooperative Agreement Execution Plan for Naval Submarine Base (SUBASE), Kings Bay. This outlines the services we anticipate from your department over the next two years under the Department of Defense and State Memorandum of Agreement (DSMOA). Enclosure (1) is for our Installation Restoration Site 11, enclosure (2) is for Sites 5 and 16, and enclosure (3) is for Site 2.

The SUBASE Kings Bay point of contact is Ken Yargus, (912) 673-2001, extension 1217. Please address all correspondence to "Commanding Officer, Naval Submarine Base, Kings Bay, 1063 USS TENNESSEE Avenue, Kings Bay, GA 31547-2606."

Sincerely,

M. E. SCHAEFER  
Captain, CEC, USN  
F&E Director  
By direction of the  
Commanding Officer

- Enclosures:
1. Two-year Joint CA Execution Plan for Installation Restoration Site 11
  2. Two-year Joint CA Execution Plan for Sites 5 and 16
  3. Two-year Joint CA Execution Plan for Site 2

FE4 / DEIKV

· Copy to:

SOUTHNAVENGCOM (Anthony Robinson)

COMNAVREG SE (Jerry Wallmeyer)

J.A. Jones Environmental Services (Sam Ross)

J.A. Jones Environmental (SUBASE) (Kim Owens)

TWO YEAR JOINT COOPERATIVE AGREEMENT EXECUTION PLAN  
NAVAL SUBMARINE BASE, KINGS BAY, GEORGIA

INSTALLATION RESTORATION SITE 11, OLD CAMDEN COUNTY LANDFILL  
SOLID WASTE MANAGEMENT UNIT #3.

<b>July 1, 2001 to June 30, 2002</b>	<b>State DSMOA Services</b>
Remedial Action Operations	Conduct technical reviews Attend comment resolution meetings Attend quarterly technical project meetings
Quarterly GW Monitoring Reports	Review quarterly groundwater monitoring reports Review annual Appendix IX monitoring report
Semi-annual Corrective Action Assessment Reports	Conduct technical reviews of semi-annual reports Provide technical assessment review of remedial action operation
Monitored Natural Attenuation	Conduct technical reviews Attend comment resolution meetings Review work plans and final reports
Community Relations	Attend Restoration Advisory Board meetings as scheduled

<b>July 1, 2002 to June 30, 2003</b>	<b>State DSMOA Services</b>
Remedial Action Operations	Conduct technical reviews Review work plans and completion reports
Quarterly GW Monitoring Reports	Review quarterly groundwater monitoring reports Review annual Appendix IX monitoring report
Semi-annual Corrective Action Assessment Reports	Conduct technical reviews of semi-annual reports Provide technical assessment review of remedial action operation
Monitored Natural Attenuation	Conduct technical reviews Attend comment resolution meetings Review work plans and final reports
Community Relations	Attend Restoration Advisory Board meetings as scheduled

DOD Project Manager:

  
Anthony Robinson

Phone 843-820-7339, email [robinsonab@efdsouth.navfac.navy.mil](mailto:robinsonab@efdsouth.navfac.navy.mil)

State Project Manager:

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Billy Hendricks

Phone 404-656-2833, email [Billy.Hendricks@mail.dnr.state.ga.us](mailto:Billy.Hendricks@mail.dnr.state.ga.us)

TWO YEAR JOINT COOPERATIVE AGREEMENT EXECUTION PLAN  
NAVAL SUBMARINE BASE, KINGS BAY, GEORGIA

INSTALLATION RESTORATION SITES 5 AND 16  
SOLID WASTE MANAGEMENT UNITS #4 AND #6.

July 1, 2001 to June 30, 2002	State DSMOA Services
Final Remedial Investigation Report and Feasibility Study	Conduct technical reviews Attend comment resolution meetings Coordinate with United States Geological Service
No Further Action	Issue No Further Action for Sites 5 and 16
Community Relations	Attend Restoration Advisory Board meetings as scheduled

DOD Project Manager:

  
Anthony Robinson

Phone 843-820-7339, email [robinsonab@efdsouth.navy.mil](mailto:robinsonab@efdsouth.navy.mil)

State Project Manager:

Billy Hendricks

Phone 404-656-2833, email [Billy.Hendricks@mail.dnr.state.ga.us](mailto:Billy.Hendricks@mail.dnr.state.ga.us)

· TWO YEAR JOINT COOPERATIVE AGREEMENT EXECUTION PLAN  
 NAVAL SUBMARINE BASE, KINGS BAY, GEORGIA

INSTALLATION RESTORATION SITE 2  
 SOLID WASTE MANAGEMENT UNIT #5.

July 1, 2001 to June 30, 2002	State DSMOA Services
Final Remedial Investigation Report and Feasibility Study	Conduct technical reviews Attend comment resolution meetings
Proposed Plan	Screen alternatives Review and approve plan Issue No Further Action for Site 2
Community Relations	Attend Restoration Advisory Board meetings as scheduled

July 1, 2002 to June 30, 2003	State DSMOA Services
Record of Decision	Review and approve plan Or issue No Further Action for Site 2
Scope Design Remedial Design	Negotiate remedial design/remedial action schedule Conduct technical reviews Attend comment resolution meetings
Community Relations	Attend Restoration Advisory Board meetings as scheduled

DOD Project Manager:

  
 Anthony Robinson

Phone 843-820-7339, email [robinsonab@efdsouth.navy.mil](mailto:robinsonab@efdsouth.navy.mil)

State Project Manager:

\_\_\_\_\_  
 Billy Hendricks

Phone 404-656-2833, email [Billy.Hendricks@mail.dnr.state.ga.us](mailto:Billy.Hendricks@mail.dnr.state.ga.us)

Attachment A

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**DEPARTMENT OF DEFENSE AND STATE MEMORANDUM OF AGREEMENT  
(DSMOA)**

-----In order to expedite the cleanup of hazardous waste sites on Department of Defense (DoD) installations within the State of Georgia and ensure compliance with the applicable State law and regulations of the State, DoD and the [State Agency] on behalf of the State of [State] enter into this Agreement.

-----Except as otherwise specified, the terms in this document are unique to this document only.

**SECTION I  
REIMBURSEMENT OF STATE COSTS****A. COVERAGE**

-----1. This Agreement covers reimbursement of the costs associated with providing State services to Department of Defense installations for activities funded under the Environmental Restoration, Defense (ER,D) appropriation. Installations covered by this Agreement are those owned by the Federal government on the effective date of the Agreement including installations with sites on the National Priorities List (NPL) and installations with sites not on the NPL. The installations covered by this Agreement are listed in Attachment A. This Agreement does not cover the costs of services rendered prior to October 17, 1986; services at properties not owned by the Federal government; and activities funded from sources other than ER,D appropriation.

-----2. Unless a site-specific agreement provides otherwise, this Agreement is the mechanism for payment of the costs incurred by the State in providing the services listed in paragraph B of this Agreement in relation to ER,D funded activities at the installations covered by this Agreement. Full payment of State costs pursuant to this Agreement constitutes final settlement of any claims the State of Georgia may have for performance of services outlined in Section I (B) with respect to ER,D funded work carried out after October 17, 1986, at all of the installations covered by this Agreement, except for those State costs covered by a site-specific agreement.

-----3. DoD agrees to seek sufficient funding through the DoD budgetary process in accordance with Section II and to pay the State of Georgia for the services specified in paragraph B for all ER,D funded activities at installations covered by this Agreement, subject to the conditions and limitations set forth in this section.

**B. SERVICES**

-----State services that qualify for payment under this Agreement include the following types of assistance provided by the State commencing at site identification and continuing through construction, as well as any other activities that are funded by ER,D:

1. Technical review, comments and recommendations on all documents or data required to be submitted to the State under an agreement between the State and a DoD Component, all

documents or data that a DoD Component requests the State to reviews, and all documents or data that are provided by a DoD Component to the State for review as a result of a request from the State made under applicable State law.

2. Identification and explanation of State applicable or relevant and appropriate requirements related to response actions at DoD installations.
3. Site visits to review DoD response actions and ensure their consistency with appropriate State requirements, or in accordance with site-specific requirements established in other agreements between the State and DoD Component.
4. Participation in cooperation with DoD in the conduct of public education and public participation activities in accordance with Federal and State requirements for public involvement.
5. Services provided at the request of DoD in connection with participation in Technical Review Committees.
6. Preparation and administration of a cooperative agreement (CA) to implement this Agreement, including the estimates of State costs.
7. Participation in any activities associated with any Interagency Agreements between the State of Georgia, the U.S. Environmental Protection Agency and DoD.

#### C. ACCOUNTING PROCEDURES

-----1. Subject to the provisions of paragraphs D and E, reimbursement of eligible State costs incurred between October 17, 1986, and the date of this Agreement shall be paid if the costs have been documented using accounting procedures and practices that reasonably identify the nature of the costs involved, the date the costs were incurred, and show that the costs were entirely attributable to activities at an installation covered by this Agreement.

-----2. Payment of eligible State costs for services provided after the effective date of this Agreement must comply with all applicable Federal procurement and auditing requirements.

#### D. MAXIMUM REIMBURSEMENT

Reimbursement for services provided under paragraph B for all installations included in Attachment A shall not exceed one (1) percent of the estimated total costs for all of the work that has been funded by ER,D since October 17, 1986, and that will in the future be funded by ER,D or a total of \$50,000, whichever is greater. Estimates of cleanup costs developed under this Agreement are provided solely for the purpose of calculating the amount of funding the State is eligible to receive.

#### E. ANNUAL BUDGET LIMITS

-----The State may ordinarily request that up to a maximum of twenty-five (25) percent of the total State services funds for all installations listed in Attachment A be provided in accordance with Section II during any fiscal year. DoD may approve an annual budget limit that exceeds twenty-five (25) percent of the total State services funds if the State demonstrates the need for a higher percentage based on the scope of the work projected during the fiscal year. At least ten (10) percent of a State's services funding

request will be provided in accordance with Section II of this Agreement during a fiscal year if the State requests an allocation of ten (10) percent or more for services under this Agreement. The State may carry over unused funds into subsequent years. If the cost of State services during a fiscal year exceeds the annual budget limit, the State may expend its own funds to pay the costs of those services. To the extent allowable under Federal procedures for cooperative agreements, the State may then seek reimbursement of these costs in a subsequent year through a cooperative agreement as long as the total amount of the payments to the State does not exceed the one (1) percent ceiling, or the annual budget limit for that fiscal year. A payment schedule for reimbursement of past costs will be devised by the State of Georgia and the DoD.

#### F. ADJUSTMENT OF COST ESTIMATES

-----The State or DoD may request a review of total estimated ER,D funded project costs covered by this Agreement once during the terms of a cooperative agreement. The total project costs shall be revised to reflect the new estimates. The ceiling o one (1) percent of the total project costs shall be adjusted based on the revisions of the total project costs since October 17, 1986. If the total project costs following the Record of Decision (ROD) or equivalent document are lower than previously estimated, the State remains entitled to payment as follows:

- a. the State is entitled to payment of all services rendered prior to completion of the new estimate so long as they are within the ceiling of the previous estimate: and,
- b. reimbursement of future incurred costs for providing services, at the option of the state, in an amount either:
  1. up to a total of previous and future costs of one (1) percent of the revised estimate; or,
  2. the lesser of:
    - i) one quarter (1/4) of one (1) percent of the post ROD or equivalent documents costs; or,
    - ii) the remaining balance of the one (1) percent entitlement under the previous estimate.

#### G. PROCEDURES FOR REIMBURSEMENT

-----Procedures for State reimbursement through cooperative agreements (CAs) are as described in Attachment B (not available online) and in accordance with Office of Management and Budget (OMB) Circulars A-102, A-87, and A-128. After a CA is awarded, the [State Agency] may submit a request for advance or reimbursement to DoD on a quarterly basis. DoD will process the request and transfer funds in accordance with Circular A-102. Within 60 days after the end of each quarter, the [State Agency] shall submit to DoD a status report, including cost summaries which directly relate allowable costs actually incurred by the State under this Agreement during the quarter for services at each installation. Allowable costs shall be determined in accordance with this Agreement and Circular A-87. DoD shall reconcile continuing awards and close out completed awards in accordance with Circular A-102. Auditing of States programs shall be accomplished in accordance with Circular A-128.

#### H. ADDITIONAL WORK

-----When an installation requests that a State perform a specific technical study or similar technical support that could otherwise be done by a contractor, and [State Agency] agrees to do the work, funding will be negotiated between the installs and the State outside of this Agreement.

#### I. EMERGENCIES

-----In an emergency situation involving a threat to public health or the environment, the State must, unless the nature of the emergency does not permit notification, notify the DoD Component prior to taking removal action in order to be reimbursed for its reasonable costs. Reimbursement of the State for its work will be handled directly between the DoD Component and the State, and outside of this Agreement. Disagreements that arise under this paragraph are subject to the Dispute Resolution process in section IV.

### SECTION II FUNDING AND THE PRIORITY SYSTEM

A. The Office of the Deputy Assistant Secretary of Defense (Environment), as the designee of the Office of the Secretary of Defense responsible for carrying out the Defense Environmental Restoration Program, and the DoD components shall seek sufficient funding through the DoD budgetary process to carry out their obligations for response actions at DoD installations within the State. Funds authorized and appropriated annually by Congress under the ER,D appropriation in the DoD Appropriations Act shall be the source of funds for all work contemplated by this Agreement.

B. Should the ER,D appropriation be inadequate in any year to meet the total DoD requirements for cleanup of hazardous or taxi contaminants, DoD shall establish priorities among sites in a manner which maximizes the protection of human health and the environment. In the prioritization process, DoD shall employ a model which has been and will be further developed with the assistance of the States and the EPA. Future enhancements or refinements to the model shall occur in consultation with the States and the EPA. DoD shall also involve the States and the EPA in its use of this prioritization model through review of technical site data. The DoD components shall receive and give full consideration to information provided by the States regarding factors to be considered in decisionmaking in the annual prioritization process for allocating resources available for cleanups. The State accepts that a DoD prioritization system developed and operated as described in this subparagraph is needed and provides a reasonable basis for allocating funds among sites in the interest of a national worst first cleanup program. To that extent, the State will make every effort to abide by the priorities developed thereunder.

C. Nothing in this Agreement shall be interpreted to require obligation or payment with regard to a site remediation in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

### SECTION III LEAD AGENCIES

Each DoD Component shall designate an individual responsible for managing remedial and removal actions for each installation within the State. This individual shall be responsible for coordinating all tenant activities at the installation with regard to the remedial and removal action program. The individual will also act as remedial project manager (RPM) within the meaning of the National

Contingency Plan (40 CFR Part 300).

The state shall designate a lead State agency for each DoD installation within the State. (This agency may vary by installation). The lead State agency for an installation shall coordinate among other state agencies to represent a single State position as to remedial/removal actions at the installation. The lead State agency shall designate a State Agency Coordinator (SAC) who shall be the single point-of-contact between the appropriate DoD component installation and the State regarding State involvement in the remedial and removal actions program at the installation.

#### SECTION IV DISPUTE RESOLUTION

A. The Remedial Project Manager (RPM) and the State Agency Coordinator (SAC) shall be the primary points of contact to coordinate the remedial and removal program at each military installation within the State, including the resolution of disputes. With regard to installations or sites for which there are executed Federal Facility Agreements under CERCLA section 120, dispute resolution provisions as specified in those agreements shall govern. For other sites, it is the intention of the parties that all disputes shall be resolved at the lowest possible level of authority as expeditiously as possible within the following framework. All timeframes for resolving disputes below may be lengthened by mutual consent.

1. Should the RPM and SAC be unable to agree, the matter shall be referred in writing as soon as practicable but in no event to exceed ten (10) working days after the failure to agree, to the installation commander and the chief of the designated program office of the lead State agency or their mutually agreed upon representatives designated in writing.

2. Should the installation commander and the chief of the designated program office of the lead State agency or their mutually agreed upon representatives designated in writing be unable to agree within ten (10) working days, the matter shall be elevated to the head of the lead State agency and a counterpart member of the lead Service involved who shall be a general/flag officer or a member of the senior executive service.

3. Should the head of the lead State agency and the counterpart DoD representative fail to resolve the dispute within 20 working days the matter shall be referred to the Governor and the Service Secretary concerned for resolution.

B. It is the intention of the parties that all disputes shall be resolved in this manner. Alternative dispute resolution methods may be used. In the event that the Governor and the Service Secretary are unable to resolve a dispute, the State retains any enforcement authority it may have under State and Federal law.

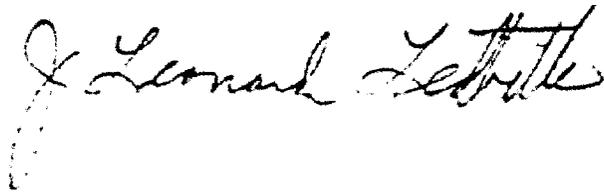
#### SECTION V REOPENER

-----The terms of this Agreement may be modified at any time by mutual Agreement of the parties. If a party requests the Agreement to be reopened but the other party does not concur, the matter will be referred to an individual designated in writing by the signatory to this agreement. In the event they fail

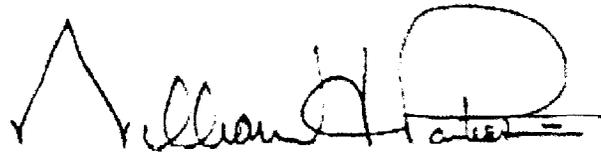
to agree within 10 working days the matter will be referred to the signators of this agreement or their successors in office. If no resolution is reached within 20 days, the Agreement shall not be reopened.

SECTION VI  
TERMINATION

-----This Agreement may be terminated by either party at the expiration of any cooperative agreement entered into pursuant to this Agreement if the party seeking termination has notified the other party in writing at least 90 days prior to the expiration of the cooperative agreement. After receiving a notice of termination, a party may invoke the dispute resolution process Section V. Each signator of the agreement may involve other officials to whom they report in the process of resolution. The parties by mutual agreement may also refer the matter to the Governor of the State of Georgia and his (her) counterpart within the Department of Defense. Alternative dispute resolution methods may be used. Failing their agreement, this Agreement shall be considered terminated as of the date the cooperative agreement expires.



J. Leonard Ledbetter  
Director Environmental Protection Division



William H. Parker, III, P.E.  
Deputy Assistant Secretary of Defenses  
(Environment)

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No Current CA

ATTACHMENT A TO DSMOA

DOD INSTALLATIONS COVERED BY THIS AGREEMENT

State of Georgia

ARMY

- Fort Benning
- Fort Gillem
- Fort Gordon
- Fort Mc Pherson
- Fort Stewart

**NAVY**

Marine Corps Logistics Base  
NSB Kings Bay

**AIR FORCE**

Air Force Plant No. 6  
Dobbins Air Force Base  
Moody Air Force Base  
Robins Air Force Base  
Savannah PFTS ANG  
Savannah 165th TAG ANG

INSTALLATIONS MAY BE ADDED TO THIS LIST PERIODICALLY AS NECESSARY  
IN ACCORDANCE WITH SECTION V, REOPENER.