

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

915



FROM: Executive Office

SUBMITTAL DATE:

August 31, 2010

SUBJECT: Memorandum of Agreement- R10-MU-35-0025 (MOA) for the Santa Margarita Lagoon Investigative Order

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve MOA for the Santa Margarita Lagoon Investigative Order;
2. Authorize the Chairman of the Board of Supervisors to sign the MOA; and
3. Provide a contribution of funds in the amount of \$8,623, as a cost share for expanded monitoring for the Santa Margarita Lagoon study.
- 4.

BACKGROUND: IN 2006 the San Diego Regional Water Quality Control Board issued Investigative Order R9-2006-0076, regarding the Santa Margarita Lagoon to develop a water quality study to address the eutrophication (high nutrient load) that exceeds water quality standards for the lagoon.

(Continued on Page 2)

Michael R. Shetler

Michael R. Shetler, Senior Management Analyst

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 8,623	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 8,623	Budget Adjustment:	No
Annual Net County Cost:	\$ 8,623	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: NPDES Stormwater Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Dean Deines*
Dean Deines

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 31, 2010
xc: EO

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 1 & 3

Agenda Number:

3.15

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *David H.K. Huff*
DATE: 8/16/10
Environmental Concurrence

Policy ☒ Policy ☒
Consent ☐ Consent ☐

Dept's Recomm.:
Per Exec. Ofc.:

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Page 2

SUBJECT: Memorandum of Agreement-R10-MU-35-0025 (MOA) for the Santa Margarita Lagoon Investigative Order

Background Continued:

Based upon the Investigative Order the Santa Margarita Lagoon was added to the State's (303d) list of impaired water bodies.

The parties listed in the Investigative Order include: City of Murrieta, City of Temecula, County of Riverside, County of San Diego, California Department of Transportation, United States Department of the Navy-Naval Weapons Station Fallbrook, United States Department of the Navy-Marine Corps Base Camp Pendleton and United States Department of the Interior, Bureau of Reclamation.

In 2008, the parties entered into a Memorandum of Agreement 08-MU-35-0005 to develop a water quality study as required in Investigative Order R9-2006-0076.

It is necessary to expand the scope of the study to include additional water quality sampling to fill data gaps to complete the study. The MOA contains the responsibilities, terms and conditions of the parties listed.

The County's Cost share as described in Table 1 of the MOA is \$8,623. There are adequate funds available in the NPDES Stormwater budget to cover the requested cost share.

County Counsel has reviewed the MOA as to form.

MEMORANDUM OF AGREEMENT
NO. R10-MU-35-0025
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF RECLAMATION
AND
CITY OF TEMECULA
AND
CITY OF MURRIETA
AND
COUNTY OF RIVERSIDE
AND
COUNTY OF SAN DIEGO
AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND
UNITED STATES DEPARTMENT OF THE NAVY, NAVAL WEAPONS STATION-
FALLBROOK
AND
UNITED STATES DEPARTMENT OF THE NAVY, MARINE CORPS BASE CAMP
PENDLETON

This Memorandum of Agreement (MOA) for the Santa Margarita Lagoon Investigative Order Project is made and entered into this 22nd day of July 2010, by and among the following:

City of Temecula, City of Murrieta, County of Riverside, County of San Diego, and the California Department of Transportation (hereinafter referred to as the "non-Federal Partners");

United States Department of the Navy – Naval Weapons Station-Fallbrook, United States Department of the Navy – Marine Corps Base Camp Pendleton (hereinafter referred to as the "Federal Partners"); and

United States Department of the Interior, Bureau of Reclamation (hereinafter referred to as ("Reclamation").

The non-Federal Partners and Federal Partners are collectively referred to as "the Partners." The non-Federal Partners, the Federal Partners, and Reclamation are collectively referred to as the "Parties."

This agreement is made pursuant to: the Act of Congress approved June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Law; the Act of March 4, 1921, Public Law 66 - 389, The Sundry Civil Expenses Appropriations Act for 1922 (Popularly

referred to as the Contributed Funds Act), (41 Stat.1404); and the "Act of June 30, 1932 ch. 314, sect. 601 (Economy Act) (47 Stat. 417). – Interdepartmental Transfers, Section 686; and the Fiscal Year 2006 Energy and Water Development Appropriations Act, Public Law 109-103 ; November 19, 2005.

RECITALS

WHEREAS, Santa Margarita Lagoon has been added to the State's list of impaired water bodies (303d list) for eutrophication (nutrients); and

WHEREAS, as a consequence of this listing, total maximum daily loads (TMDLs) must be developed for the critical constituents in the lagoon; and

WHEREAS, the Partners received an Investigative Order, R9-2006-0076 (Order), from the San Diego Regional Water Quality Control Board (SDRWQCB) regarding the Santa Margarita River Lagoon and Estuary (Lagoon); and

WHEREAS, Parties pursuant to Memorandum of Agreement (MOA) No. 08-MU-35-0005 completed a water quality study of the Lagoon (hereinafter referred to as the "Lagoon Study"); and

WHEREAS, additional water quality sampling is necessary to fill data gaps in the Lagoon Study and to allow for completion of the study in accordance with the Order (such additional work hereinafter referred to as the "Project"); and

WHEREAS, the Partners desire to share in the costs associated with the development and execution of the Project, as required by the Order; and

WHEREAS, Reclamation has the authority to arrange for performance of the work required for the Project pursuant to the Act of Congress approved June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Law; the Act of March 4, 1921, Public Law 66 - 389, The Sundry Civil Expenses Appropriations Act for 1922 (popularly referred to as the Contributed Funds Act), (41 Stat.1404); and the "Act of June 30, 1932 ch. 314, sect. 601 (Economy Act)(47 Stat. 417). – Interdepartmental Transfers, Section 686; and the Fiscal Year 2006 Energy and Water Development Appropriations Act, Public Law 109-103 ; November 19, 2005; and

WHEREAS, Reclamation has been requested by the Partners to coordinate and lead the effort to complete the Project; and

WHEREAS, Reclamation, under the Contributed Funds Act, has the authority to receive funds from non-Federal Partners to fund their portion of the work necessary to complete the Project; and

WHEREAS, the Federal Partners have arranged to directly transfer funds under the authority of 41 U.S.C. § 23 as a Project Order to Naval Space and Warfare Systems Command (hereinafter referred to as SPAWAR), and have determined that: the use of a Project Order is in the best interest of the Government; that services necessary for the Federal agencies to comply with the Investigative Order cannot be obtained as conveniently or economically by contracting directly with a private source; that Department of the Navy unique terms and conditions, if applicable, will be included in the contract award; and that funding is available and appropriate for the acquisition of services to undertake and complete the Project; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and which are incorporated into this MOA, the Parties agree as follows:

ARTICLE I RECLAMATION'S GENERAL RESPONSIBILITIES

- 1.0 Reclamation shall perform the following functions:
 - 1.1.0 Schedule Executive Management Team Meetings as necessary and provide summary notes of Executive Management Team meetings within two weeks of the meeting date.
 - 1.1.1 Submit one data report to complete the Project and fill any data gaps in the Lagoon Study to the SDRWQCB on behalf of the Partners.
 - 1.1.2 Upon execution of this MOA, Reclamation shall invoice each non-Federal Partner based on the shared costs identified in Article 4.0.

ARTICLE II EXECUTIVE MANAGEMENT TEAM RESPONSIBILITIES

- 2.0 The Partners shall each designate a representative or designee to serve as a member of the Executive Management Team.
- 2.1 The Executive Management Team (EMT) shall perform the following: Participate in the oversight of the completion of sampling necessary to fill data gaps in the Lagoon Study, attend meetings and collaborate on developing strategies to comply with Investigative Order R9-2006-0076.

ARTICLE III TERMS OF AGREEMENT

- 3.0 This MOA shall commence on the date of the last signature of the Parties and shall terminate on December 15, 2012, unless modified, in writing, by all the Parties.

- 3.1 A Party's execution of this MOA indicates their acceptance of the project's scope of work, which is attached.

ARTICLE IV FUNDING

- 4.0 The cost of the Project shall not exceed \$218,500 and will be shared by the Partners named in the Order as indicated in Table 1. Stakeholder cost share percentages were established for the Lagoon Study Memorandum of Agreement in 2008. For the 2010 Project, Marine Corps Base Camp Pendleton provided the majority of Project funds via an end-of-fiscal year funding award, and the remainder of the Project costs were divided amongst the Stakeholders according to the previously established percentages.

Table 1: Stakeholder Cost Sharing

PARTNER	Cost -Share Total
City of Temecula	\$ 11,726
City of Murrieta	13,853
County of Riverside	8,623
County of San Diego	26,245
California Department of Transportation	3,348
Naval Weapons Station Fallbrook	2,705*
Marine Corps Base Camp Pendleton	\$152,000*
TOTALS	\$ 218,500

**Paid directly to SPAWAR for execution of the project.*

- 4.1 Each Partner shall provide their share of the Project costs in accordance with Article 4 and subject to availability of funds as described in Article 4.2.
- 4.2 Each Partner's obligation to make any payment under this MOA beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of any Partner shall arise for payment beyond each Partner's respective fiscal year unless funds are designated by that Partner and are made available for payment of this MOA.
- 4.3 In the event that any funds advanced to Reclamation by the non-Federal Partners are not required to complete the work under this MOA, such excess funds shall be returned by Reclamation to the non-Federal Partners without interest, within 60 days of completion of the scope of work. In the event the

authorized representatives agree on additional work, such excess funds may be retained by Reclamation, consistent with the terms of this MOA.

- 4.4 **ENCUMBRANCE:** By reason of constraints in California law and the California Constitution, California Department of Transportation (Caltrans) encumbers \$ 3,348 as its portion of the shared cost and no further funding will be available to address the Caltrans obligations assumed under this MOA unless this Section is amended by Caltrans to reflect a new enhanced funding limit. Caltrans funds are subject to legislative appropriation and availability of funds.

ARTICLE V COORDINATION, PROGRESS REPORTS, AND AUDITS

- 5.0 Reclamation shall submit to the EMT, a report of actual expenditures on Project activities at each "milestone" as determined by the EMT.
- 5.1 Reclamation shall maintain a separate account showing expended and available resources for all the work performed under this MOA, with costs identifiable by Project activity. These accounts and related records shall be available for inspection, audit, and reproduction by the Partners, without charge, during normal business hours.
- 5.2 Work performed under this MOA is also subject to examination and audit by the Federal Inspector General and each Partner for a period of three years after final payment of funds under this MOA.

ARTICLE VI AMENDMENTS

- 6.0 The Parties acknowledge that the schedule of activities and costs of conducting the Project are estimates based on an anticipated work product and that changes may occur due to changes in the physical dimensions of the monitoring order, the technical effort needed to complete the Project, the variability of the natural conditions, and the cost of the tasks needed to complete the Project. Therefore, the Parties agree that if a major change in the activities or any change in the costs described in this MOA, including any Appendices or Attachments, is necessary and feasible, the MOA may be modified, in writing, signed by all Parties. Minor changes to the scope of work may be accomplished without the consent of all the Parties so long as the minor changes are helpful in satisfying the Investigative Order, and do not incur costs greater than what is prescribed in Table 1 for the non-Federal Partners.
- 6.1 In the event that an additional agency desires to participate in the Project, this MOA may be modified. The added Partner shall agree to the terms set forth in this MOA and shall have all rights as are conferred on the original Parties. The

Parties shall agree upon the terms of new membership including financial contributions of the new partner.

ARTICLE VII LIABILITY FOR INDEMNIFICATION

- 7.0 Reclamation shall perform its obligations under this MOA in the capacity of a Federal agency. Camp Pendleton and NWS Fallbrook shall perform their obligations under this MOA in their capacities as Federal agencies in accordance with federal law. The non-Federal Partners shall perform their obligations under this Agreement in their respective capacities as public entities of the State of California. No Party is a co-venturer, agent, employee, or representative of any other Party.
- 7.1 No Party assumes liability for claims or actions arising out of the performance of any work or actions or omissions, by any other Party, its agents, officers and employees.
- 7.2 Liability of the United States resulting from the negligence of its employees shall be governed by the Federal Tort Claims Act (28 U.S.C. 2671, et seq.). The Parties recognize that the Federal Tort Claims Act operates to provide liability coverage for the United States Government and its employees in lieu of ordinary insurance coverage.
- 7.3 Each Party agrees to defend itself from any claim, action or proceeding arising out of the acts or omissions of itself and retain its own legal counsel, and bear its own defense costs.

ARTICLE VIII FEDERAL AGENCY CONSIDERATIONS AND LIMITATIONS

- 8.0 The expenditure or advance of any money or the performance of any obligation created herein by any Federal agency under this MOA shall be contingent upon timely appropriation or allotment of funds by Congress for an appropriate purpose. Interruption of federal funds as the result of Congressional action/inaction shall relieve the Federal Partners from any obligation under this Agreement until such time as funds become available.
- 8.1 Camp Pendleton and NWS Fallbrook are Federal enclaves under the exclusive jurisdiction and control of the United States Department of the Navy (DoN). Both installations, as agencies of the federal government, may be subject to limitations in their ability to comply with every provision stated herein in the same manner as the non-Federal Partners. Both installations will endeavor, in good faith, to satisfy all pertinent federal obligations created herein.

ARTICLE IX TERMINATION

- 9.0 Any Party may terminate this MOA by giving written notice to the other Parties no less than 30 days prior to the effective date of termination. Termination of this Agreement does not release any Party for obligations of the Investigative Order, nor does it release it from the financial obligations of this MOA.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.0 This MOA may be amended only by consent of all the Parties. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties. Minor changes to the scope of work may be accomplished without the consent of all the Parties so long as the minor changes are helpful in satisfying the Investigative Order, and do not incur costs greater than what is prescribed in Table 1 for the non-Federal Partners.
- 10.1 This MOA shall be governed and construed in accordance with the laws of the State of California and Federal law. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In addition, each Party agrees to comply with all federal, state and local laws and ordinances applicable to the work to be performed under the terms of this MOA.
- 10.2 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Parties to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 10.3 The Parties agree to mediate any dispute prior to filing suit or prosecuting suit against the other parties. In the event suit is brought upon this MOA to enforce its terms, each Party shall be responsible for its own attorneys' fees and costs.
- 10.4 This Agreement constitutes the entire MOA between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- 10.5 All information and data obtained or developed by Reclamation, in connection with the Project (exclusive of intra-governmental communications) shall be available upon request, except where prohibited by law, to the Partners without further charge. However, use of said reports, data, and information shall appropriately reference Reclamation and the Partners as the source.

- 10.6 Data compiled, and the results of studies performed, under this MOA will become public domain upon the completion of the investigation and project report, or upon completion of a concluding report under the provisions of Article 11 herein. All deliverables shall include the Reclamation's Visual Identity logo information.
- 10.7 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this MOA, or to any benefits that may arise wherefrom; but this provision shall not be construed to extend to the MOA if made with a corporation for its general benefit.
- 10.8 This MOA may be executed in original counterparts that together shall constitute a single MOA.

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

BY Marion Ashley
MARION ASHLEY, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER_IHEM
Clerk of the Board

BY David H.K. Huff
DAVID H.K. HUFF
Deputy County Counsel

BY Kenneth J. ...
Deputy

Dated August 6, 2010

(SEAL)

AUG 31 2010 3:15

Attachment 1
Long Term Monitoring of Santa Margarita Lagoon
(in support of TMDL development)
Statement of Work

Background

Dissolved oxygen (DO) and conductivity data collected during 2008-2009 as part of the Santa Margarita Lagoon (SML) Eutrophication Total Maximum Daily Load (TMDL) study were limited temporally and found to be of questionable accuracy (Richter Report, April 2009). DO data collected at Marine Corps Base Camp Pendleton (MCBCP) by the US Geologic Survey (USGS) at a fixed gage station (11046050) are commonly rated as poor and conductivity data rated as good, although recent changes in DO sensor type should improve DO data accuracy. The inaccuracy of these data precludes them from use in future TMDL modeling efforts. In response to those findings, the San Diego Regional Water Quality Control Board requested the SML TMDL Stakeholders Group (Camp Pendleton, Naval Weapons Station (NWS) Fallbrook, City of Murrietta, City of Temecula, Riverside County, San Diego County and California Department of Transportation) to perform additional monitoring in order to fulfill the data requirements for model development and supplement data previously collected under Investigation Order No. R9-2006-076. The additional monitoring requested by the Board was added to an existing contract between MCPCP and SPAWAR Systems Center Pacific (SSC-PAC), supplemented by Stakeholder funds, executed under this Statement of Work.

Description of Effort

The following Statement of Work describes a tasking to conduct monitoring of the Santa Margarita Lagoon. The objective is to accurately measure temporal and spatial distributions of key eutrophication indicators for use in future TMDL modeling efforts. Long-term continuous monitoring and spatial mapping of the Lagoon will be performed primarily for MCB Camp Pendleton. Additionally, index period monitoring and benthic macroalgae sampling will be performed for the Stakeholder Group.

Project Tasking

- 1) **Field Work.** SSC-PAC will generate a field sampling and analysis plan in consultation with AC/S Environmental Security Stormwater Branch staff. All field sampling will be coordinated with MCBCP Natural Resources Department and Wildlife Management Branch to insure safe ingress and egress and to limit potential environmental damage to wildlife or plants. Boats used in sample collection will be rinsed prior to launching and after recovery to mitigate possible transference of invasive species. Personnel field safety measures will be addressed in the sampling and analysis plan. Additional requirements are located in the Categorical Exclusion (CATEX) Decision Memorandum. All field work will be completed by SSC-PAC.
- 2) **Continuous Monitoring.** SSC-PAC scientists will deploy a long-term (up to one year) continuous DO, conductivity (salinity), depth, temperature and pH sensor near the USGS sensor at the railroad bridge. This long-term sensor package will be purchased for the project and will be checked, maintained, and calibrated on a

monthly basis. Sensor data (15 minute intervals) will be downloaded monthly. The SSC-PAC team will coordinate with the USGS to perform intercalibration of field sensors. Calibrations will also include monthly discrete water samples (total of 12) for dissolved oxygen analysis, collected by SSC-PAC personnel during each monthly visit to the site.

- 3) **Index Period Sampling.** Stakeholder monitoring will be conducted during two one-month index periods at two locations in the lagoon. The long-term continuous sensor package at the railroad bridge will be used as one index site (Segment 1) to collect data during both index periods. A second sensor package (DO, conductivity, depth, and temperature) will be installed at the Stuart Mesa bridge (Segment 2) for the two index period sampling times only. The first index period will be during March 2010; the second will be during late summer/early fall 2010 as conditions warrant. During the index periods, the sensors will be calibrated and collect data at 15-min intervals. Discrete water samples will be collected once each week at both locations and analyzed for nutrients (listed in Table 1 below), total suspended solids (TSS), and DO. Discrete benthic macroalgal sampling (percent cover and mass) will be conducted once during each index period, for a total of two algal sampling events. Algal samples will be collected at three shoreline transect locations, with each transect a composite of three to five samples. The three sampling locations for algal sampling correspond with those used previously by SCCWRP (Figure 1).



Fig. 1. Benthic macro algae sampling locations.

- 4) **Spatial Mapping.** The SSC-PAC team will also conduct spatial mapping of lagoon water quality parameters once during each index period during high tide to follow the progression of changes in lagoon waters that result from wet season nutrient inputs and the increased temperatures and high light levels of the dry season. Spatial mapping field events will nominally occur in March and late summer/early fall 2010, coincident with the Index Period sampling. SSC-PAC will use the continuous sensor package in real-time data mode to measure DO, conductivity (salinity), depth, temperature and pH. Data will be collected at 15-sec intervals along a similar transect (subject to tidal height constraints) performed by SSC-PAC in 2006-2007 (example transect shown in Figure 2) at a nominal spacing of 2 meters. The sensors will be factory calibrated prior to the start of the surveys as well as field calibrated on

each survey. A total of eight discrete water samples will be collected along each spatial mapping survey transect for analysis of nutrients (Table 1), TSS, and DO.

**If funds are available, SSC-PAC may perform one additional spatial mapping field event.*

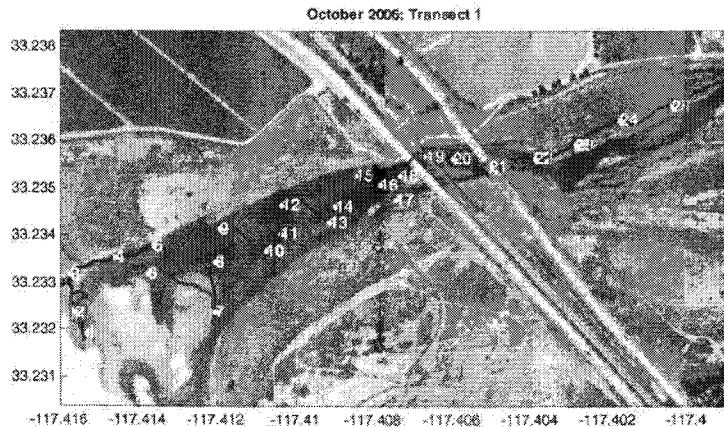


Fig. 2. Example transect conducted in October 2006 for spatial mapping in the SMR Lagoon. Red boxes indicated planned discrete sampling locations for 2010.

- 5) **Analytical Parameters.** Sensors will be used to collect dissolved oxygen, conductivity, temperature, pH, and depth measurements. Discrete water samples will be analyzed for nutrients and TSS by the University of Maryland System Center for Environmental Science Chesapeake Biological Laboratory Nutrient Analytical Services Laboratory. SSC-PAC will conduct instrument calibrations according to manufacturers recommendations and conduct standard laboratory measurements of dissolved oxygen using a Winkler titration method. Benthic macroalgal sampling will be analyzed using the procedures established by the Southern California Coastal Water Research Project (SCCWRP) during the Bight '08 study.

Table 1: Analytical Parameters

Analytes	Notes on Methodology
Dissolved Oxygen (DO)	Sensor and Winkler titration
Nitrate+Nitrite -N (NO_3)	Cadmium reduction EPA Method 353.2
Nitrite -N	Sulfanilamide EPA Method 353.2
Ammonium -N (NH_4)	Bertholet Reaction
Total Dissolved Nitrogen (TDN)	Persulfate Digestion on filtrate
Total Particulate Nitrogen (TPN)	CHN analysis on filtered particles
Total Nitrogen (TN)	Calculated = TPN + TDN
Dissolved Organic Nitrogen (DON)	Calculated = TDN - ($\text{NO}_3 + \text{NO}_2 + \text{NH}_4$)

Total Phosphorus (TP)	Ammonium molybdate and potassium antimony EPA Method 365.1
Total Dissolved Phosphorus (TDP)	Alkaline Persulfate EPA Method 365.1
Orthophosphate – P (o-p)	Alkaline Persulfate EPA Method 365.1
Chlorophyll A (Chl-A)	Acetone Extraction EPA Method 445.0
Total Suspended Solids (TSS)	Gravimetric EPA Method 160.2

- 6) Data Evaluation and Reporting.** SSC-PAC will provide updates to AC/S Environmental Security Stormwater Branch and the Stakeholder Group as to status of field efforts, data analysis and budget via telephone or email as needed, but at least quarterly in writing. SSC-PAC will report any major water quality exceedances or other problems found in the field as soon as possible so that MCBCP can take immediate action if necessary.

All continuous sensor and discrete sample data for both Index periods will be summarized in a concise data report describing methods, results, and data quality. The data will also be delivered in electronic spreadsheet format to both the AC/S Environmental Security Stormwater Branch and the Lagoon TMDL Stakeholder Group. The data will be made available in a format usable by TMDL stakeholders and the San Diego Regional Water Quality Control Board (SDRWQCB) for use in future TMDL modeling efforts.

The long term monitoring data will also be evaluated for spatial and temporal trends and compared with concurrent and historical USGS data. The data and evaluation will be provided in a project report to the AC/S Environmental Security Stormwater Branch. The project report will describe the project methods, results and data evaluation for all continuous and discrete sample measurements. The draft report will be provided at least six weeks prior to the work completion date to allow the Stormwater Branch to comment prior to the final report. Project briefings will be provided to staff as requested.

Special Conditions

- 1) Meetings.** SSC-PAC will conduct a kickoff meeting after project award. Follow-up meetings will be held via telephone or in person as needed to provide updates to the AC/S Environmental Security Stormwater Branch and the Lagoon TMDL Stakeholder Group.
- 2) Submittals.** The final long term monitoring report shall be presented in hard copy in a three-ring notebook, printed double-sided, with appropriate cover page and divider tabs. Final documents shall be provided in Microsoft Word 2003 format and Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel 2003 format. All original laboratory analytical results shall be submitted in .pdf format. All electronic files shall be delivered on a Compact Disk read-only memory (CD-ROM). Files shall be organized into directories as appropriate on the CD. Major reports, including appendices, shall be presented in a single pdf document rather than multiple files.

- 3) **Excel Files.** Each worksheet tab within a workbook shall be clearly named. Each worksheet shall have a title at the top of the page, with clear heading names for columns and rows as appropriate. Data shall be primarily identified according to location rather than by a laboratory or sample identification number. All graphs shall be sized for ease of viewing, with a title, legend and clearly labeled axes. A brief worksheet containing notes regarding the source, analysis and preparer of the data shall be provided.
- 4) **Field Documentation.** All field documentation shall be recorded legibly at the time of observation in permanent ink, labeled and dated, and shall be subject to government review. Pertinent field records shall be scanned as a PDF file and submitted on the CD.
- 5) **News Media.** SSC-PAC will not make available to the news media, nor make public disclosure of, any data or reports resulting from actions in this contract unless specifically authorized by the AC/S Environmental Security Stormwater Branch. SSC-PAC shall refer all press or public contacts to the Stormwater Branch.
- 6) **Notification.** SSC-PAC shall provide reasonable advance notification to the Stormwater Branch (email or voice mail notification is sufficient) prior to all field events at MCBCP.
- 7) **Imagery.** SSC-PAC shall obtain approval from the Stormwater Branch prior to obtaining photographic images, still or motion picture and/or aerial or ground photographs, in accordance with Public Law: 18 U.S. Code 795 and applicable Station Regulations.
- 8) **GIS Data.** SSC-PAC will submit a written request for Geographic Information Systems (GIS) data to the Stormwater Branch 30 days in advance of the desired data delivery date.

Project Timeline:

The project timeline is for a 19 month period of performance based on receipt of MCBCP funds late in the fourth quarter of fiscal year (FY) 2009 and receipt of Stakeholder funds in third quarter FY10 (revise as necessary here and in table below). *Note: schedule is based on a federal fiscal year beginning 1 October.*

	4th Qtr 09	1st Qtr 10	2nd Qtr 10	3rd Qtr 10	4th Qtr 10	1st Qtr 11	2nd Qtr 11
Planning							
Long Term Monitoring							
Spatial Mapping							
Data Evaluation and Reporting							
Quarterly Status Reporting							

Project Budget:

The MCBP budget total is \$152,000 and the costs of individual tasks are shown below:

	Tasking	Cost	Time md
1	Project Planning and Management	15,300	15
	Task Subtotal	15,300	15
2	Long Term Sensor Monitoring		
	Sensor Deployment	3,030	3
	Sensor Intercalibration	16,160	16
	Discrete DO Analysis	2,674	na
	Field Equipment and Consumables	7,600	na
	Task Subtotal	29,464	19
3	Spatial Mapping		
	Field Mob/Demob	8,080	8
	Field Sampling	16,240	16
	Discrete Nutrient Analysis	4,640	na
	Field Equipment and Consumables	7,800	na
	Shipping and Handling	2,530	2
	Task Subtotal	39,290	26
4	Data Evaluation and Reporting		
	Data Evaluation	32,400	32
	Reporting	21,315	21
	Task Subtotal	53,715	53
	Total Tasking	137,769	113
	Total w/ 10% Indirect Fees (rounded)	152,000	53

The Stakeholder Group (excluding Camp Pendleton) will provide funds necessary to cover the additional costs of labor, materials, and administrative costs associated with Index Period monitoring, benthic macroalgal sampling, additional discrete water sampling and chemical analyses, reporting, and meeting attendance.

Tasking	Cost	Time md
Continuous Monitoring Data	38,556	24
Discrete Analyses	3,120	1
Reporting and Meetings	18,792	18
SubTotal	60,468	43
Indirect Fee (10%)	6,047	
Total	66,515	43

Points of Contact:

SSC-PAC Technical Point of Contact

Chuck Katz, Oceanographer
Environmental Sciences and Applied Systems Branch
SPAWAR Systems Center (SSC) San Diego, Code 71752
53475 Strothe Road
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