



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

3 June 2022

REQUEST FOR STATEMENT OF INTEREST
Number W9126G-22-2-SOI-3711

*Applicants must be a member in one of the Cooperative Ecosystem Studies Units (CESU):
Californian / Desert Southwest/ Hawaii – Pacific Islands CESU Regions*

Project Title: Island Night Lizard for SCI

Responses to this Request for Statements of Interest will be used to identify potential investigators for this project. Approximately **\$46,494** is expected to be available to support this project for the **base year**. Additional funding may be available for additional tasks and/or follow on work in subsequent fiscal years to the successful Recipient/Awardee.

Background:

San Clemente Island (SCI) supports a large number of endemic organisms. Some of these are listed as federally endangered or threatened species by the United States Fish and Wildlife Service (USFWS), Endangered Species Act candidate conservation taxa, and/or listed by California Department of Fish and Wildlife. Therefore, this effort will include San Clemente Island night lizard population monitoring and, in part, fulfills the Commander Navy Region Southwest's (CNRSW) responsibilities pursuant to the Sikes Improvement Act (16 USC 670 et seq) and CNRSW and PACFLT's responsibilities pursuant to the Endangered Species Act (16 USC 1531 et seq). Specifically, it meets the Navy's obligations under USFWS Biological Opinion FWS- LA-09B0027-09F0040 San Clemente Island Military Operations and Fire Management Plan (2008) and subsequent amendments, the Final Environmental Impact Statement/ Overseas Environmental Impact Statement Southern California Range Complex, and continued implementation of SCI Integrated Natural Resources Management Plan (INRMP) in support of the Navy's tactical missions.

Type of Award:

In accordance with the *Sikes Act* (Sec. 103A [16 USC 670c-1]) "the Secretary of a military department may enter into cooperative agreements with States, local governments, Indian Tribes, non-governmental organizations, and individuals" This project is in support of the Integrated Natural Resources Management Plan, as directed in the *Sikes Act*, and as a result, it is anticipated that a cooperative agreement through the CESU program will be awarded. Such awards 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%).

NOTE: Must be a non-federal partner in the Cooperative Ecosystem Studies Units (CESU) Program to be qualified to be considered. *In accordance with the 10 USC 670c-1, Sikes Act*,

projects for the implementation and enforcement of integrated natural resources management plans, priority shall be given to Federal and State agencies having responsibility for the conservation or management of fish or wildlife.

Brief Description of Anticipated Work:

Cooperator will be providing technical natural resource support to apply specialized monitoring protocols for monitoring island night lizard population densities, ages, sex, body conditions in relation to habitat conditions, species health correlation with regional weather and fire conditions. In addition, the cooperator will provide habitat mapping and GIS data to illustrate habitat conditions and species usage of each area.

“See Attached Statement of Objectives”

NOTE: At this time we are only requesting that you demonstrate available qualifications and skills for performing similar or same type of work. You will be evaluated for request for a proposal based on skills and qualifications demonstrated in your SOI.

Period of Performance. Base period: 18 months from date of award – this will allow for 12 full months of field and data collection activities and 6 months for data analysis and reporting efforts.

Option periods: Four 18-month option periods anticipated with the first one starting 12 months the beginning of the base period effort. This allows for continuous fieldwork (each 12 months) with overlapping periods of performance for analyses and reporting. Thus, option period fieldwork will begin from the date of award and extend at least 12 months with an additional 6 months for reporting, totaling an 18-month period of performance for each Option Period (with 6 months of overlap with prior period as shown below).

Base 18 Months	Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18														
Option Period 1 - 18 months				Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18											
Option Period 2 - 18 months							Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18								
Option Period 3 - 18 months										Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18					
Option Period 4 - 18 months													Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18		

Materials Requested for Statement of Interest/Qualifications:

Please provide the following via e-mail attachments (Maximum length: 2 pages, single-spaced 12 pt. font).

1. Name, Organization, Cage Code, Duns number, and Contact Information (Email)
2. Brief Statement of Qualifications (including):
 - a. Biographical Sketch,
 - 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. Any brief description of capabilities to successfully complete the project you may wish to add (e.g. equipment, laboratory facilities, greenhouse facilities, field facilities, etc.).

Note: A full study proposal and proposed budget are NOT requested at this time.

Review of Statements Received: All statements of interest received 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. Based on a review of the Statements of Interest received, an investigator or investigators will be invited to prepare a full study proposal. Statements will be evaluated based on the investigator's specific experience and capabilities in areas related to the study requirements.

Please send responses or direct questions to:

Specialist
Grants Specialist
USACE, Fort Worth District
Email: audria.j.gill@usace.army.mil
Office: 817-886-1925

Kathy Mitchell
Environmental Agreements PM/Biologist
USACE, Region 1, Planning & Environmental Center
Email: kathy.s.mitchell@usace.army.mil
Office: 817-886-1709

Timeline for Review of Statements of Interest: RSOI's required to be posted on www.Grants.gov for 30 days, prior to the Government making a decision and requesting full proposals. Responses are due by 5:00 P.M., Central Time, on **8 July 2022**.

[End of RSOI]

STATEMENT OF OBJECTIVES
for
SAN CLEMENTE ISLAND NIGHT LIZARD MONITORING PROJECT
FOR
NAVAL BASE CORONADO AND COMMANDER, US PACIFIC FLEET,
ENVIRONMENTAL PROGRAM, SAN CLEMENTE ISLAND, NAVAL BASE
CORONADO, CALIFORNIA

1.0 PURPOSE

1.1 The Naval Auxiliary Landing Field (NALF) San Clemente Island (SCI), Naval Base Coronado (NBC) environmental program ensures 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 on San Clemente Island, which is part of Naval Base Coronado, California. The work shall involve: monitoring of the island night lizard population and habitat, reporting, and coordination.

2.0 AUTHORITY

2.1 This cooperative agreement will be awarded under 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 the installation'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.), all CESU projects must carry out a public purpose of support or stimulation, instead of acquiring goods or services for the exclusive direct benefit 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:

- NALF SCI NBC and Commander, US Pacific Fleet, (PACFLT) personnel are involved in development of study methodology, data gathering, analysis, and report writing.
- NALF SCI NBC and PACFLT personnel actively participate and collaborate in carrying out the project plan of work, reviews and approves activities, and helps train or select project staff or trainees.
- NALF SCI NBC and PACFLT incur in-kind or direct expenditures in carrying out the activities specified in the project agreement. These in-kind expenditures include providing shared office space to cooperator personnel, limited housing for research technicians, travel by airplane to and from NALF SCI, and providing staff time to collaborate and work on the project.

3.0 DESCRIPTION OF OBJECTIVES

3.1 Task 1: Project Kick-Off Meeting

(a) The cooperator must host a project kick-off meeting with Navy and the USACE technical representatives within 30 days of agreement finalization (award). The meeting will include a broad overview and brief discussion of the scope of work expectations and

the Terms and Conditions of the Awarded Agreement. The cooperator will record meeting notes to capture attendees, discussions and outcomes and provide to the USACE and Installation for review, address any comments and then provide a final copy to the team no later than 10 days after the meeting.

3.2 Task 2: San Clemente Island Night Lizard Density Monitoring

(a) The cooperator will assess capture rates to determine night lizard densities using methods and following a frequency that meet the requirements of Island Night Lizard Post Delisting Monitoring Plan and align with locations selected according to 2020-2021 methods. Methods must include pitfall traps, rock-turn surveys, and coverboards, depending upon substrate and biologist preference. Surveys and trap maintenance activities will follow trapping protocols conducted by the Navy and provided by Mautz (2001, pp. 58–64) for San Clemente Island Trap capture rate will be defined as $\text{Trap Capture Rate} = (\text{total \# of lizards captured}) / (\text{total \# of trap visits})$. The Navy (Installation Biologist and PACFLT Conservation Program Manager or their representatives) will provide coordination of range access.

(b) The cooperator will assess and record body condition and other morphometric data comparable to existing dataset. The Navy (Installation Biologist and PACFLT Conservation Program Manager or their representatives) will provide existing data and reports.

3.3 Task 3: San Clemente Island Night Lizard Recruitment Monitoring

(a) The cooperator will conduct surveys to assess recruitment in each sampling year soon after the neonates of the year are born. All island night lizards captured will be measured from snout to vent with a measuring tape to the nearest millimeter (mm), which will form the basis for designation of age class. Recruitment for each island will be assessed using a neonate-to-adult ratio using the following equation: $\text{Neonate-to-Adult Ratio} = (\text{\# of captured neonate lizards}) / (\text{\# of captured adult lizards})$.

(b) Additionally, the cooperator will calculate a sexual maturity ratio to assist in our understanding of overall recruitment and population health. Sexual maturity ratio will be determined by comparing the number of non-sexually mature lizards captured to the sexually mature adult lizards captured using the following equation: $\text{Sexual Maturity Ratio} = (\text{\# of non-sexually mature lizards}) / (\text{\# of sexually mature lizards})$.

3.4 Task 4: Trap and Survey Site Maintenance

(a) The cooperator will perform the necessary maintenance of traps, cover boards, and ancillary equipment at field sites to ensure no hazards to lizards during non-sampling periods and to maintain functionality.

3.5 Task 5: High Quality Habitat Monitoring

(a) High quality habitat mapping supported the selection of current (2022) sampling sites. It is not anticipated that additional mapping of high quality habitat will be necessary in support of project. In the event that fire burns through high quality habitat, the Navy will provide GIS polygons of the fire to the recipient/cooperator for sampling. In the event that updated habitat mapping is undertaken by the Navy it will be provided to the recipient/cooperator.

3.6 Task 6: Post-fire Monitoring

(a) If fire does occur in island night lizard habitat, the cooperators will conduct surveys in the area of the fire in the spring of each remaining monitoring year to assess the status of the habitat assuming access is available.

3.7 Task 7: Weather Condition Assessment

(a) To more effectively assess the overall health of the night lizard population, the cooperators will track weather conditions for potential correlations with night lizard body condition, reproduction, recruitment, and overall population health. The Navy (Installation Biologist and PACFLT Conservation Program Manager or their representatives) will provide temperature and rainfall data from weather stations at SCI. In the event that SCI-specific weather data are not available, the cooperators may use a surrogate dataset (e.g., PRISM data or weather data from Santa Catalina Island) if approved by the Navy. The cooperators will conduct analyses that examine possible effects of weather on density and recruitment.

3.8 Task 8: Data Storage, Analysis, Reporting, and Project Coordination and Meetings

(a) The cooperators will collect, maintain, analyze and report field data. The cooperators' analyses should provide comparison to past years data (provided by the Navy) for cumulative analysis of patterns, trends, etc. Data must be stored in a queryable database (e.g., Excel, Access, or other program approved by Installation Biologist).

(b) The cooperators will attend meetings and coordinate with the Installation and PACFLT representatives. Meetings and coordination will include, at a minimum, project kick-off meeting and work plan development, quarterly project updates, and planning/monitoring meetings. The cooperators will be available throughout the agreement period of performance for consultation with the NBC and PACFLT Representatives regarding island night lizard monitoring and management.

4.0 QUALIFICATIONS

4.1 At the minimum, the cooperators shall have the qualifications described below:

- 4.1.1 Project Manager: A Master's of Science degree in ecology, biology, wildlife biology, zoology or a field related to the biological sciences from an accredited college or university. Strong experience (no less than 5 years) in herpetology, including data analysis.
- 4.1.2 Field Biologist: A Bachelor of Science degree in ecology, biology, wildlife biology, zoology or a field related to the biological sciences from an accredited college or university. Experience night lizard monitoring and a strong background in herpetology.
- 4.1.3 All personnel operating on SCI shall have or obtain and maintain a valid California driver's license and be able to pass a federal background check for access to Naval Base Coronado. Project personnel must obtain and maintain DBIDs or equivalent system access to NBC and Naval Base San Diego (for bargaining access, see section 5 below).

5.0 GOVERNMENT FURNISHED MATERIALS OR PROPERTY

5.1 Physical Data: The U.S. Navy will provide night lizard data from previous years for comparison and analysis, a digital copy of the NALF SCI Integrated Natural Resources Management Plan, digital copies of past night lizard reports, and available SCI natural resources, geophysical, and infrastructure GIS layers.

5.2 Facility: The U.S. Navy will provide limited space at the SCI Natural Resources Offices (NRO) for fieldwork mobilization and demobilization and access to the NRO Ready Room for field-meal preparation.

5.3 Supplies: The U.S. Navy will provide limited bulk (unprepared) food (equivalent of 1 meal per work-day) at the NRO ready room due to limited capacity to transport food to SCI (weight limits on flights) and work schedules that preclude access to Navy Galley for a 3 meals/day.

5.4 Flights and Barge Transportation: The U.S. Navy will provide personnel flights to and from SCI according to project staff work schedules. Flights are limited to Monday through Friday and subject to weather or other delays or rescheduling. Barge transportation is provided for Cooperator vehicles (vehicles must be supplied by Cooperator) and large equipment from Naval Base San Diego to SCI and back.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

6.0 BASE PERIOD and OPTIONS. This project will have a base period of 18 months and 4 option periods beyond the base period.

7.0 PERIOD OF PERFORMANCE

7.1 Base Effort - Work will begin from the date of award and extend 18 months in total. Fieldwork will occur for a minimum of the first 12 months of the period of performance, with annual and cumulative analyses and reporting occurring within the 18-month period of performance. These elements are non-severable.

7.2 Option Periods - Option period awards will occur 12 months after the base effort is awarded and annually thereafter for each option period. This allows for continuous fieldwork (each 12 months) with overlapping periods of performance for analyses and reporting. Thus, option period fieldwork will begin from the date of award and extend at least 12 months with an additional 6 months for reporting, totaling an 18-month period of performance for each Option Period (with 6 months of overlap with prior period).

Base 18 Months	Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18															
Option Period 1 - 18 months				Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18												
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Option Period 4 - 18 months																Months 1,2,3	Months 4,5,6	Months 7,8,9	Months 10,11,12	Months 13,14,15	Months 16,17,18

8.0 COORDINATION

- USACE Fort Worth District POC
 Kathy Mitchell
 817 886-1709
kathy.s.mitchell@usace.army.mil
- Naval Auxiliary Landing Field San Clemente Island Naval Base Coronado Installation Representative and Natural Resources Manager (NALF SCI NBC Representative)
 Melissa Booker
 619-545-7188
melissa.a.booker.civ@us.navy.mil
- PACFLT Conservation Program Manager (PACFLT Representative)
 Kimberly O'Connor
 808-864-5938
kimberly.a.oconnor16.civ@us.navy.mil

9.0 DELIVERABLES

9.1 Work Plan – The cooperator will submit a Work Plan within 15 days of award. The contents of the Work Plan should include the following:

- A comprehensive and detailed summary of the methodology proposed for the agreement as well as a work schedule for discussion and review in this initial meeting.
- A copy of all permits required for the work described in the agreement.
- A list of all persons who will be working on Naval Base Coronado under the agreement.
- A Draft and Final Accident Prevention Plan submitted concurrently with the Work Plan but printed under a separate cover from the Work Plan. The Accident Prevention Plan will be made accessible to the Site Safety Officer and Project Manager at all times during the project, and a copy available in every vehicle utilized for work under the agreement.
- The Final Work Plan will be submitted to the NALF SCI NBC and PACFLT Representatives within ten (10) days after Government comments on the Draft

Work Plan have been received. The cooperator must also provide a copy of The Final Work Plan to the USACE as part of the legal record for this agreement.

9.2 Progress Reports – The cooperator will submit one (1) typed letter report describing progress on the project. The report shall be due as of the last day of the third month (**quarterly**) and shall be transmitted via electronic mail no later than the 10th calendar day following the end of the reporting period. Invoices for partial payment shall be submitted to coincide with receipt of the monthly progress reports. No partial payment will be approved unless the government has received all progress reports which are due. Per the terms and conditions with this agreement all progress reports and invoices shall be submitted to the USACE invoice/post award email inbox (swf-cesu-invoice@usace.army.mil).

9.3 Annual Inventory – Federally owned property – The cooperator will submit an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is in the custody of the recipient; Copies to be sent to USACE – SWF and the NALF SCI NBC and PACFLT Representatives.

9.4 Annual Inventory – Required under 2CFR for Grants and Cooperative Agreements – Acquired Property purchased with funding from award – The Cooperator will maintain property records that include description of the property, serial number or other identification number, source of funding, who holds title, acquisition date, cost of property, percentage of Federal participation in project costs, location, use and condition of property, and ultimate disposition including date of disposal and sale price. The cooperator must take a physical inventory and reconcile results every two years. The cooperator will send copies of the inventory annually to USACE – SWF and the NALF SCI NBC and PACFLT Representatives.

9.5 Draft Final Project Report. One (1) paper copy of a draft final report shall be submitted annually covering the prior 12 months of fieldwork or prior breeding season, as applicable. At a minimum, the report shall contain an introduction section, and one section for each task and subtask identified in your proposal. Content and analyses shall be comparable to prior year reports provided by the Navy unless otherwise agreed upon by NALF SCI NBC and PACFLT Representatives. For each task, the report shall summarize work accomplished for the task. It shall include all appropriate appendices to support the text and all supporting electronic data and GIS files. The Annual Report follows the format for scientific journals (e.g., Journal of Wildlife Management) and follow the CBE Style Manual (5th edition) for style. Include color photographs or laser color copies of these photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. Include all appropriate appendices to support the text. Recommendations should not be included in the report but instead be provided as a separate document that should be submitted for review at the same time as the draft final report. In the acknowledgements, include the following statement: “This project was funded by Commander, U.S. Pacific Fleet.” NALF SCI NBC and PACFLT staff will review and provide comments, if any, within thirty (30) calendar days after receipt. The cooperator must provide an electronic copy to the USACE POC at the time this document is submitted to the NALF SCI NBC and PACFLT Representatives.

9.6 Final Project Report. Three (3) paper copies of the final report, incorporating NALF SCI NBC and PACFLT review comments on the draft, if any, shall be submitted no later than thirty (30) days after receipt of the comments. Additionally, three (3) copies of the final report with all accompanying appendices shall be submitted in an MSWord file(s) (with accompanying Excel and Access as needed) and PDF on digital media. All data files, GIS files, photos taken, and other supporting documents (e.g., published papers, presentations) shall be submitted electronically with the final report. The Cooperator must provide an electronic copy to the USACE POC at the time this document is submitted to the NALF SCI NBC and PACFLT Representatives.

Submittal standards: All reports should follow the guidelines of an acceptable scientific journal (e.g., Journal of Wildlife Management) and follow the CBE Style Manual (5th edition) for style. Submittals are to be of the highest professional quality and will be rejected if: there are multiple typographical errors, spelling, or grammar mistakes; or results and discussion are not tied directly and continually to management concerns of the installation; or the document is not organized in a manner that flows well; or the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or the appropriate style guide is not adhered to (CBE). All GIS deliverables need to comply with the NAVFAC Southwest “Standards and Specifications for Vector GIS Deliverables”

- 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 and recipient/cooperator shall comply with 2 CFR 200.313 “Equipment”, 200.314 “Supplies”, and 200.315 “Intangible Property” which includes use of research data.

APPENDIX A. GENERAL REQUIREMENTS AND INFORMATION

The cooperator 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 cooperator will provide the 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 cooperator's responsibility to obtain all necessary security and entrance clearances for himself and his personnel and equipment into NBC. Study areas under this agreement include: 1) NALF SCI, excluding Impact Area I and Impact Area II.

INSTALLATION ACCESS

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 contractor 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 ID offices (Naval Base Coronado and Naval Base San Diego). Applicants will need to take the required identification sources to the Pass and ID office to receive their DBIDS cards. Processing time for DBIDS cards is typically 21 days.

- a. Contractor 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.
 - i. The Pass and Decal Office normal hours of operation are Monday thru Friday 0630-1600. Saturdays, Sundays, and Holidays are generally unavailable. Hours are subject to change.
 - ii. The recipient must provide evidence of insurance and current registration, required by California state law, for each non-government vehicle used on the installation.

2. Identification badges must be carried by all agreement personnel while on U.S. Navy property and leased areas.

3. The cooperator will comply with NALFSCIINST 1720.2C (or latest version) NALF San Clement Island Standard Operating Procedures and the FACSFACDINST3120.1L Southern California Offshore Operating Area and Range Manual (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 cooperator will not utilize ATVs or other off-road vehicles in areas not specifically approved by the SCI Wildlife Biologist and depicted in the Work Plan.

5. Individuals driving vehicles on SCI shall have a valid driver's license.

6. The Cooperator 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. However, the cooperator will not involve themselves in negotiations with the regulators concerning matters addressed within this agreement nor provide data to the regulators without permission by the Navy. 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).

7. The cooperator will have access to review pertinent files at Naval Base Coronado, and should be familiar with Integrated Natural Resources Management at NALF SCI NBC and regulatory requirements (i.e., understand requirements of the applicable biological opinions and Conservation Agreements), and work closely with the NBC representative in planning and carrying out field work.

8. The cooperator 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 cooperators will inform the Installation representative via electronic mail, of any unusual animal or plant species observed while conducting surveys in the field (e.g. 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) any detailed facts of the sighting.

10. Smoking is not allowed in the non-developed areas while individuals are working on the Installation.

11. The cooperators 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 it has 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 shall be directed to the NBC Public Affairs Officer, coordinated through the NBC Representative.

12. The cooperators 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.

13. Prior to entering the field each day, the cooperators shall record in the SCI 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 cooperators shall record time of return.

14. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SCI.

15. No ground disturbing activities may take place at SCI without approval from the NBC 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 CNRSW 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 cooperators must contact the CNRSW Cultural Resources Program Manager at (619) 532-2800 and make the SCI NROM aware.

17. Unexploded ordnance may be encountered while conducting fieldwork. Cooperators shall not touch or attempt to pick-up any suspected ordnance. Cooperators 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 cooperators. In some cases, due to operations or other circumstances, it may be necessary to deny the cooperators access to portions of SCI for short periods of time. In such cases, the cooperators 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 FACSAC. It is the responsibility of the cooperators 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 SCI Wildlife Biologist 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):

a. Access requests to mapped range areas (e.g., TAs, SHOBA, TARs, AVMAs) must be made through the NROM (or their designated representative) and FACSFAC scheduling.

b. The cooperator is restricted from entering the SHOBA Impact Areas (I and II) and other areas designated by the SCI OIC as Exclusion Areas due to the presence of unexploded ordnance. At the time of this writing, the following areas are Restricted Access Areas, which require SCI OIC approval and UXO Tech escort to access: BLU-97 area, Eel Point 40mm Range, Site 14, Landmine area near the Landfill.

20. The SHOBA gate key may be obtained from SCI Security at Building 60151. Keys shall be returned to SCI Security upon completion of the scheduled range access period.

21. Naval Special Warfare (NSW) Basic Underwater Demolition School (BUDS) and Maritime Operations (MAROPS) SWATs 1 & 2 shall not be accessed unless they are schedule for use by the cooperator, confirmed within 24-hours on the SCORE schedule, BUDS Camp/MAROPS personnel have confirmed that the area is not in use by NSW, and the Bravo Flag is not flying.

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 by special permission.

23. Gates have been installed on various roads. When closed or a road block has been placed, they are not to be ignored or circumvented for any reason. If Agreement work is required behind a locked gate, the cooperator will immediately contact the NR OM at (619) 524-9022 or the NBC Representative (619) 545-7188 so that appropriate arrangements with the US Navy 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 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 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.

SAFETY:

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:

- soil boring or digging test pits (excludes manual collection of *de minimis* surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handing equipment, e.g., crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e., asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines
- exposure to harmful plants, animals, and insects
- exposure to inclement weather, unstable soil, greater than 15% ground slope

Note: 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.

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.

The Accident Prevention Plan 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 Technical POC that the Final Accident Prevention Plan has been reviewed with each recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

HOLD HARMLESS:

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.

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 insure 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 effect 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 effect 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.