

**STATEMENT OF OBJECTIVES
FISCAL YEAR 2026 COOPERATIVE AGREEMENT
FOR THE MONITORING OF FEDERALLY LISTED BEACH-NESTING BIRDS ON
MARINE CORPS BASE CAMP PENDLETON, CALIFORNIA
N62473-26-2-0002
PE3CN4200**

A. PURPOSE

Marine Corps Base Camp Pendleton, hereinafter referred to as the Base, is required, per the United States Fish and Wildlife Service (USFWS) Biological Opinion 1-6-95-F-02, Programmatic Activities and Conservation Plans in Riparian and Estuarine/Beach Ecosystems on the Base, to monitor federally listed birds which use the Base beaches to nest, breed and rear young.

The purpose of this Cooperative Agreement is to monitor activity of federally listed beach-nesting birds on the Base. This research will involve field investigations, including the observation and documentation of beach-nesting bird behavior, nesting chronology, and chick banding to evaluate ongoing best management practices specifically concerning military training, predation and vegetation management practices. Species covered under this Agreement shall minimally include the federally endangered California least tern (*Sternula antillarum browni*, LETE) and Western Snowy Plovers (*Charadrius alexandrinus nivosus*, SNPL). Additional options as outlined below in Section D may be executed in the future, are subject to the availability of funds, and subject to the Government's discretion.

Data are to be presented in three (3) formats: a written scientific report (both paper and electronic forms); electronic raw data using Microsoft Excel software running on IBM AT compatible computers; and Geographic Information System (GIS) formatted data for inclusion in the Base GIS.

B. LOCATION

The Base is located in the northwestern portion of San Diego County, immediately north of Oceanside. The areas covered under this agreement are all potential nesting sites for beach-nesting birds, including LETE and SNPL, on the Base. The specific LETE colonies include: 1) the Santa Margarita River Estuary which contains the Blue Beach North and Blue Beach South sites, the Salt Flats site and the Salt Flats Island site; 2) White Beach; and 3) Red Beach. The areas for nesting surveys and predator control are delineated on the Camp Pendleton Military Installation Map 1:50,000 (Sheet: Camp Pendleton MIM, Series: V795S, Edition: 3-NIMA published by Defense Mapping Agency, 2002).

C. DESIGNATED REPRESENTATIVES

1. The Grants Officer is Kevin Magennis, Grants Officer, Naval Facilities Engineering Systems Command Southwest (NAVFAC SW), 750 Pacific Highway, 12th Floor, San Diego, California, 92132- 5001, telephone (619)-705-5566, and email: kevin.e.magennis.civ@us.navy.mil.
2. The Cooperative Agreement Technical Representative (CATR) is Maria Aguirre, Natural Resources Specialist, Natural Resources Core, Marine Corps Team, Naval Facilities Engineering Systems Command Southwest (NAVFAC SW), 750 Pacific Highway, San Diego, California, 92132-5001, telephone (619) 705-5579, email: maria.e.aguirre14.civ@us.navy.mil.

The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the primary point of contact for the Cooperator and Base Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the

implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the Grants Officer may affect any change to this Cooperative Agreement.

3. The Base Representative (BR) is Travis Wooten, Wildlife Biologist, Environmental Security, Box 555008, Camp Pendleton, CA 92055-5008, telephone (760) 725-3813, email: travis.wooten@usmc.mil. The Base Representative is responsible for providing the Grants Officer, via the CATR, the technical requirements for this Cooperative Agreement's statement of objectives specifications. The Base Representative is responsible for providing access to monitoring sites and providing review and comment on Deliverables. The Base Representative has no authority to make any changes to the Cooperative Agreement only the Grants Officer may affect any change to this Cooperative Agreement.
4. Any change in statement of objectives must be issued to the Cooperator, in writing, by the Grants Officer to be binding on the government. No government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.
5. The Cooperator will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Cooperator.

D. PERIOD OF AGREEMENT AND OPTION ITEMS

1. The period of performance of this Cooperative Agreement consists of one (1) 14 month Base Period, four (4) Option Years, and five (5) Option Items. The end date is the anticipated date that the final report is accepted by the Government. The parties may extend the term of the CA by written modification. The exercise of any Option Years and/or Option Year Option Items is subject to the availability of funds and may be awarded unilaterally. All Option Years and Option Year Option Items are subject to the availability of funds, and the Government reserves the right to not award any Option Years and/or Option Year Option Items.

Item	Period of Performance	Anticipated Award Date
Base Period LETE	14 months from date of award	January 29, 2026
Option Year 1 <u>LETE Additional Field Season</u>	12 months from date of award	FY2027
Option Year 2 <u>LETE Additional Field Season</u>	12 months from date of award	FY2028
Option Year 3 <u>LETE Additional Field Season</u>	12 months from date of award	FY2029
Option Year 4 <u>LETE Additional Field Season</u>	12 months from date of award	FY2030
Base Period Option Item <u>SNPL Monitoring for one Field Season</u>	12 months from date of award	FY2026
Option Year 1 Option Item <u>SNPL Monitoring for one Field Season</u>	12 months from date of award	FY2027
Option Year 2 Option Item <u>SNPL Monitoring for one Field Season</u>	12 months from date of award	FY2028
Option Year 3 Option Item <u>SNPL Monitoring for one Field Season</u>	12 months from date of award	FY2029
Option Year 4 Option Item <u>SNPL Monitoring for one Field Season</u>	12 months from date of award	FY2030

2. A fifteen (15) day period, following the kickoff meeting, will be used for the cooperator to provide preliminary documents to the BR and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.
3. LETE OPTION YEARS 1 - 4:

OPTION YEAR 1: Additional Field Season - The Cooperator will provide one (1) additional year of LETÉ monitoring. Option Year 1 will be subject to the requirements outlined in this Statement of Objectives and the associated regulatory documents. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period.

OPTION YEAR 2: Additional Field Season - The Cooperator will provide one (1) additional year of LETÉ monitoring. Option Year 2 will be subject to the requirements outlined in this Statement of Objectives and the associated regulatory documents. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period.

OPTION YEAR 3: Additional Field Season - The Cooperator will provide one (1) additional year of LETÉ monitoring. Option Year 3 will be subject to the requirements outlined in this Statement of Objectives and the associated regulatory documents. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period.

OPTION YEAR 4: Additional Field Season - The Cooperator will provide one (1) additional year of LETÉ monitoring. Option Year 4 will be subject to the requirements outlined in this Statement of Objectives and the associated regulatory documents. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period.

4. SNPL BASE PERIOD OPTION ITEM AND OPTION YEAR OPTION ITEMS 1 - 4:

BASE PERIOD OPTION ITEM: SNPL Monitoring for one Field Season – The Cooperator will conduct nest monitoring for the SNPL once per week between 1 March and 15 September in the exact same manner as described for the LETÉ in Section G of this document. In addition, the Cooperator shall conduct visual SNPL winter surveys once per week during the non-breeding season (16 September – 28 February) on all potential beaches on Base where roosting flocks might occur. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period. The period of performance of Base Period Option Item will be contemporaneous with the Base Period.

OPTION YEAR 1 OPTION ITEM: SNPL Monitoring for one Field Season - The Cooperator will conduct nest monitoring for the SNPL once per week between 1 March and 15 September in the exact same manner as described for the LETÉ in Section G of this document. In addition, the Cooperator shall conduct visual SNPL winter surveys once per week during the non-breeding season (16 September – 28 February) on all potential beaches on Base where roosting flocks might occur. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period. The period of performance of Option Year 1 Option Item will be contemporaneous with Option Year 1.

OPTION YEAR 2 OPTION ITEM: SNPL Monitoring for one Field Season - The Cooperator will conduct nest monitoring for the SNPL once per week between 1 March and 15 September in the exact same manner as described for the LETÉ in Section G of this document. In addition, the Cooperator shall conduct visual SNPL winter surveys once per week during the non-breeding season (16 September – 28 February) on all potential beaches on Base where roosting flocks might occur. The Government reserves the right to exercise this option anytime within the previous period. The period of performance of Option

Year 2 Option Item will be contemporaneous with Option Year 2.

OPTION YEAR 3 OPTION ITEM: SNPL Monitoring for one Field Season - The Cooperator will conduct nest monitoring for the SNPL once per week between 1 March and 15 September in the exact same manner as described for the LETS in Section G of this document. In addition, the Cooperator shall conduct visual SNPL winter surveys once per week during the non-breeding season (16 September – 28 February) on all potential beaches on Base where roosting flocks might occur. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period. The period of performance of Option Year 3 Option Item will be contemporaneous with Option Year 3.

OPTION YEAR 4 OPTION ITEM: SNPL Monitoring for one Field Season - The Cooperator will conduct nest monitoring for the SNPL once per week between 1 March and 15 September in the exact same manner as described for the LETS in Section G of this document. In addition, the Cooperator shall conduct visual SNPL winter surveys once per week during the non-breeding season (16 September – 28 February) on all potential beaches on Base where roosting flocks might occur. The Cooperator shall follow the methodology, monitoring and reporting as outlined. The Government reserves the right to exercise this option anytime within the previous period. The period of performance of Option Year 4 Option Item will be contemporaneous with Option Year 4.

E. U.S. MARINE CORPS SERVICES AND RESPONSIBILITIES

1. The U.S. Marine Corps (USMC) will contract with predator management contractor(s) (PMC) for removal of birds, feral mammals, and other predators. The Cooperator will contact and coordinate with the PMC if known or suspected predation is occurring.
2. The Cooperator and/or his/her representative(s) will have access to the following materials through the CATR and Base Representative.
 - a. Temporary barrier material to identify/protect active nests
 - b. Informational signs identifying general nest sites
 - c. Aerial photos of the beaches used by beach-nesting birds
 - d. Fencing around tern colonies
 - e. "Keep out" signs around each tern colony

F. COOPERATOR GENERAL REQUIREMENTS

1. The Cooperator and his/her field investigators shall visit the designated area as often as necessary and within the limits stated below to accomplish the purpose of this project as detailed further in this Scope. The Cooperator must comply with all Base security rules, regulations, requirements, and day-to-day operational changes thereto. The Cooperator is specifically prohibited from carrying out any activities not specified in this Agreement unless written approval is obtained from the Base Representative.
2. All Non-Government personnel working on the Base are required to obtain credentials for entry:
 - a. Marine Corps Base Camp Pendleton implements the Defense Biometric Identification System (DBIDS), a Physical Access Control System. Cooperators, contractors and vendors on official business must obtain a DBIDS credential/pass at Base Access Control (Bldg. 41501T). To apply for a pass, the applicant must submit a list of names of all employees working this Cooperative Agreement to their Base Representative. The Base Representative will submit the completed sponsored employee roster to Base Access Control.

- b. Complete the MCB Camp Pendleton Approved Company Points of Contact template and a Point of Contact Sponsorship Addendum listing all active contracts they have on Base and submit to Base Access Control at PNDL_CPENDBIDS@usmc.mil.
 - c. Each employee must complete a SECNAV form 5512 and a government issued ID (must be a federally compliant REAL ID or passport) to the Base Access Control at the PULGAS GATE for processing. The SECNAV 5512 form and further details can be found at the Base Access website: <https://www.pendleton.marines.mil/Base-Access/Contractors-Vendors/>.
3. Due to the complexity of work, the Cooperator shall provide a Principal Investigator with the following minimum qualifications:
 - a. The Principal Investigator/Project Manager must have completed a graduate-level degree (MSc required, PhD strongly preferred) in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university and the appropriate experience to comply with the requirements of this agreement.
 - b. The lead field technician must have completed at least a bachelor's degree in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university and the appropriate experience to comply with the requirements of this Agreement. The lead field technician shall also have strong project management experience, have a minimum of 2400 hours of experience (collected over at least three (3) years) in surveying shorebirds, specifically monitoring least terns and snowy plovers, and possess specific knowledge of the general biology, ecology and survey methodology of all species of shorebirds that have the potential to occur within San Diego.
 - c. All field assistants shall have at least a bachelor's degree in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university or at least two field seasons of relevant experience to comply with the requirements of this Agreement.
 - d. The Cooperator shall ensure that all project personnel must coordinate their work with the Base Representative and be able to conduct all duties that will meet the objectives in this Agreement. All necessary state and federal permits, necessary to conduct the activities stated in this Agreement will also be required. All required permits must be submitted to the Base Representative with the project proposal. The Base Representative must review and approve the permits before work can proceed.
 - e. The Principal Investigator or lead field technician must have a banding permit from the U.S. Geological Survey Bird Banding Laboratory (BBL), a federal endangered species permit for the banding of LETE and SNPL, and provide evidence of experience in the handling, measuring, and banding of Charadriiform birds. The BBL banding permit must allow for the banding and handling of LETE and SNPL and must be submitted with the project proposal.
4. The Cooperator and his/her field personnel working within training areas on Base are required to obtain and hold a current Administrative Range Safety Officer (RSO) certification. To receive RSO certification, personnel must watch three online videos, read appropriate handouts, and then complete a written test administered by the Range Operations Division. The required videos are available online via the Camp Pendleton 3-part "Range Safety Certification course" at: <http://www.youtube.com/playlist?list=PLC5CD74FD2ACD4843>.

Walk-in testing for RSO certification is available every Tuesday and Wednesday (except holidays) from

0900-1215 at Bldg. 25166 in the 25 Area and adjacent to Range 107. No appointment is necessary. All personnel should bring a photo ID to testing. Test rules: The RSO test is open-book. Attendees must bring, in paper or electronic form, all the following documents:

For **Admin RSO**:

- (1) RSO handout (dated 21 Mar 2024),
- (2) MCIWEST-MCB CAMPEN ORDER 3500.1A (CAMPENO 3500.1A, dated 05 Jan 2022)

See: <http://www.pendleton.marines.mil/Staff-Agencies/Assistant-Chief-of-Staff-G-3-5/Range-Operations-Division/>

Test attendees shall read all the above material prior to testing, bring a pen or pencil, and ensure any computer equipment is fully charged as power may not be available. Cell phones and cameras are NOT allowed. Personnel should receive their test results within one week following the test date. Once authorized, personnel with RSO certification will be expected to provide their unique four-digit range ID number (assigned or chosen during certification) to Range Control for all range access requests. Each attendee will remain in the RSO database for three years pending certification of completion through Environmental Security.

5. The Cooperator and his/her field investigators shall follow all Range Control scheduling policies and procedures. The Cooperator and his/her field investigators will contact Range Control prior to entering scheduled training areas via two-way radios to verify access permission, provide Range Safety Officer (RSO) information including name and unique four-digit identification number.

Two-way radios are available for daily checkout from Environmental Security, Information Systems Section, located in building 22165, 2nd FL, RM19, between the hours of 0700 and 1600. Requests must be provided to your Base Representative seven (7) days prior to check-out. The Principal Investigator/Project Manager will be required to sign Form 1348-1A upon issuance of equipment, acknowledging they may be held liable for any damaged or lost equipment. A radio must be checked out for each group conducting work on a Camp Pendleton training range. An additional radio is required for any group that will be out of audio/visual range of the first group. Based on availability and the nature of field work, radios may be checked out for longer periods of time in which case the Cooperator must schedule quarterly radio inspections with Environmental Security Information Systems Section. Radio inspections are performed every three months in person. Radios must be checked back into Environmental Security by the due date assigned. The Cooperator will take reasonable precautions to ensure radios are protected from damage, including use of a waterproof cover supplied by the Cooperator if necessary. Radios shall be returned clean and in good working condition. THE PRIMARY COOPERATOR PROJECT MANAGER MUST BE THE PERSON THAT SIGNS OUT THE RADIOS VICE A SUBCONTRACTOR/AFFILIATE.

6. While in the field, RSOs must carry copies of the Military Installation Map (MIM), Environmental Operations Map (EOM), Training Area Access Hazards and Restrictions (TAAHR) document, and the current Road and River Report (hard copy or electronic) on hand.
7. The Cooperator and his/her field investigators will request training area access through the Base Representative. Training area requests shall be made at least **2 weeks** prior to any scheduled fieldwork. The Cooperator and his/her field investigators will contact the Base Representative to ensure that the training area request has been authorized. The Cooperator may be required to provide route maps or survey overlays in order to facilitate gaining access to highly used training areas.
8. Cooperator employees who will be driving unmarked or personal vehicles on the Base shall be required to

obtain a Camp Pendleton Range and Training Area Privately-Owned Vehicle (POV) Pass. Cooperators will submit their Request for POV Passes via their Government Sponsor. All requests MUST utilize the most up-to-date POV request form and MUST be sent by the Government Sponsor. The request form is located in both the CAMPEN RFMSS Library (Folder 0-Training Area Access Hazards & Restrictions) and the Range Operations Division SharePoint Library (Folder 00-Training Area Access Hazards & Restrictions). All request forms will be submitted to PNDL_OTRANGEINSPECTORS@USMC.MIL. POV Passes will ONLY be issued to individual owners/drivers of POVs. The duration of the POV Pass will ONLY be for the period the individual requires access to the RTA. Duration equates to reserved RCNI Number in RFMSS or day of a site survey. Requests for POV Passes will be processed within 48 hours of receipt of request. The POV Pass should not be presented at Base gates to gain access to the Base, which is the purpose of DBIDS. NOTE: POV Passes will only be issued for training beaches and facilities that are Category 2.

9. Some areas of the Base may be inaccessible due to road conditions following heavy and/or prolonged rainfall. Adjustments to the survey schedules due to road/weather conditions shall be coordinated with the Base Representative. Cooperators may request the most current Road and River Report from the Base Representative in order to confirm that certain training areas and unpaved roads are open to vehicle traffic.
10. Vehicle operators may **NOT** use cell phones unless the vehicle is safely stopped. Drivers may not hold, dial, text, or adjust the phone while the vehicle is operating. Hands-free systems such as ear buds, Bluetooth, OnStar, and other voice activated or speaker phone systems are **NOT** authorized. Base Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record. If a driver accumulates a total of twelve points within a one-year period or eighteen points within a two-year period, he/she is subject to suspension of Base driving privileges for one year.
11. The Cooperator shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work. All equipment is subject to the inspection by and approval of the Base safety officer.
12. The Cooperator shall work closely with the BR in planning and carrying out field investigations. The Cooperator will have access to all pertinent files, reports, and plans archived at Environmental Security that might assist the Cooperator to accomplish the requirements of this Agreement. The Cooperator will be provided all appropriate aerial photography and Base GIS files upon request.
13. The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the survey described below. They shall particularly attempt to contact and utilize information from local offices and personnel of the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and other investigators who have conducted same or similar surveys on Base in the past.
14. Throughout the term of this Agreement the CATR and the BR shall be afforded the opportunity by the Cooperator to periodically observe the Cooperator's field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the Grants Officer in establishing the Cooperator's performance in fulfilling the requirements of this Agreement.
15. The BR may accompany the Cooperator in the field during surveys in order to accumulate survey hours under supervision of appropriately permitted biologists and to provide Agreement oversight. The Cooperator and his/her field investigators shall accommodate requests from ES Coastal and Riparian Ecosystems Section staff biologists to participate in scheduled surveys.

16. Photography and videography is restricted on the Base. Clearance for photography will be obtained from the BR. If requested by Base security personnel, all photographic equipment, film, and/or digital storage media must be turned over for processing and security inspection. Photographs and videos may not include any training activities, facilities, or tactical vehicles without written authorization from the BR.
17. All digital and/or hardcopy field notes, data, photographs, etc. collected and produced as part of this Statement of objectives are the property of the U.S. Marine Corps. This data will not be used, in whole or in part, of any professional, scientific, or non-scientific report, paper or note, published or unpublished, or any presentation without the written pre-authorization of the BR.
18. All work conducted in support of this Agreement will comply with all federal laws applicable to the Base such as the Endangered Species Act and the Migratory Bird Treaty Act.
19. The Cooperator is expressly prohibited from conducting any plant or animal collection on the Base not specified in this Statement of objectives unless written approval is obtained from the BR. Dead, injured, or sick wildlife will not be removed from the Base by the Cooperator except as allowed by U.S. Fish and Wildlife Service permits. All such wildlife shall be reported immediately to the BR prior to transport from the Base. If the BR cannot be reached, personnel can contact the Camp Pendleton Game Warden's Office (760-725-3360).
20. No animals will be brought on to the Base and released without the written consent of the BR. Personal pets are not permitted on Base while operating under this Statement of Objectives.
21. The Cooperator and his/her field investigators are specifically prohibited from carrying out any predator control activities without the prior concurrence of the BR.
22. Smoking is restricted to designated areas on Base.

G. COOPERATOR SPECIFIC REQUIREMENTS FOR BASE PERIOD, OPTION YEARS, and OPTION ITEMS

1. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. Authorship of any resulting publications will include the CATR and BR and will be reviewed by the government. All methods of data collection and analyses shall be standardized with previous studies conducted by the Cooperator under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Cooperator shall reanalyze all appropriate data sets for comparison. The Grants Officer shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Cooperator's required Work Plan. Any proposed research and/or data collection must be described in the Work Plan and approved by BR before it can be executed. New research must include text that shows how it supports management decisions and benefits species.
2. The Cooperator shall develop a site visitation schedule for each colony and coordinate it through and provide a copy to the Base Representative. Deviations from this schedule shall be coordinated in a timely manner with the Base Representative. At no time shall the monitoring visits cause breeding terns to be unnecessarily exposed to extremes of weather, including, but not limited to, heat, cold, rain or wind.
3. The Cooperator is required to submit a field schedule in writing to the Base Representative during the pre-season meeting. The schedule will identify the dates, times, and personnel, by location. Any variation(s) will be telephoned or emailed to the Base Representative and the Duty Warden with as much advance notice as possible.

4. The Cooperator shall conduct surveys and monitor the nesting success of the LETS at all existing and potential breeding sites. Periodic pre-breeding visits to the ternaries may begin as early as 1 April. The surveys are to be conducted as often as necessary throughout the breeding season to gather the required data as discussed further in this Scope. A visitation schedule may need to be changed should the breeding populations fluctuate unexpectedly. However, no additional costs shall be incurred by the government as a result of these fluctuations.
5. The Cooperator shall conduct LETS surveys by foot and/or vehicle or visual surveys to monitor the nesting activity and success and to document foraging and roosting areas on Base. Monitors will document courtship behavior and nesting activity sufficiently to be able to describe the breeding season chronology, roosting locations of adults and fledglings, general use of nesting sites by least terns and to document the presence and activity of potential mammalian and avian predators. Breeding surveys are to be conducted **twice per week** from the start of the tern nesting season (mid-April) until the departure of terns from the site. The potential of monitoring only a subsample of nests can be discussed with the BR and to which extent determined in the Work Plan. A shift in the survey time frame or more frequent site visits may be required as a result of unanticipated variations in breeding season events. At times, work may need to be conducted during early morning (0530-0900) and evening (1700-2100) hours.
6. The Cooperator shall maintain/reestablish the census grid for all tern colonies using a grid scale of 15 m, 25 m or 30m per unit, depending on the colony size. The census grid is to be based upon a permanent metal stake placed in the most northeast corner of each grid and will constitute one grid point within the census grid. Grid lines originating from the permanent marker must have the corresponding compass bearings recorded (NE to NW, NE to SW and NE to SE). Each grid will be described as to size of the grid, its location and the exact location of the fence (if present). Each grid will be separately illustrated in the report.
7. The Cooperator is strictly prohibited from carrying out any predator control activities under any circumstances. However, attempts of predation on least terns that are observed shall be documented, and the predator management cooperator contacted as soon as possible to report any incident where tern mortality is imminent. To ensure the Cooperator is utilizing their surveying time within the nesting area efficiently, detected predations by predators not posing an immediate threat to terns can be compiled and submitted to predator management at the end of each survey day. The CATR and the BR shall also be notified of any depredation events by raptors as soon as practical after notification of the predator management team. The Cooperator and assistants shall be especially observant when avian predators are in the vicinity of the breeding colonies. The following information shall be noted for all predator observations:
 - a. Species and number
 - b. Age and sex (when possible)
 - c. Bands - both prey and predator (L leg, R leg, metal, plastic, etc.) or patagial tags (presence/absence, color and number)
 - d. Duration of presence at the colony
 - e. Frequency of visits for that observation period (i.e.: first, second, etc. occurrence)
 - f. Location (including from what direction arrived, what direction departed) and perch sites utilized
 - g. Predator behavior (resting, stooping, vocalizations, prey catch [species -adult, juvenile, chick,] etc.) and least tern response (i.e. mobbing, flight, no reaction, vocalization, combination of responses, time to return to nest (when possible), percent of colony responding).
8. Fence Maintenance. The Cooperator will be responsible for minor maintenance of the colony perimeter fence throughout the breeding season.

9. Beach surveys by vehicle and other activities will require the use of a 4-wheel drive vehicle that the Cooperator shall provide. The Cooperator shall also be responsible for the upkeep, maintenance, and gasoline for this vehicle.
10. The Cooperator will completely document all visits to any nesting site, noting at least the following: site arrival/departure times, presence/absence of terns (if present, number adults and chicks/fledglings and nests present), unusual behavior patterns, inter-specific encounters, and bands observed (whenever possible). In addition, the following minimum data shall be recorded:
 - a. Observed disturbances, or evidence thereof, due to human activities on site.
 - b. Record each disturbance in terms of:
 - i. Estimated distance from the fence or edge of the colony
 - ii. Type of disturbance (vehicle, human, etc.)
 - iii. Number of vehicles and/or people
 - iv. Type of evidence (footprint, tire tracks, damage)
 - v. Location in relation to the nesting site
 - vi. Duration of the disturbance (when observed)
 - c. Document reactions of the terns to disturbances whenever possible (e. g. duration away from the nest, abandonment of nest, predation upon nest due to absence of adult, etc.). Analyze these reactions as to their significance relative to the individual and population disturbance levels.
 - d. Determine the direction the disturbance originates (e. g. from the north, from the estuary), whenever possible.
11. The Cooperator shall conduct the following:
 - a. Mark all nests with a numbered marker approximately 1 m from the nest. For each nest, record the grid cell containing the nest, the GPS coordinates, date of first discovery, egg chronology and outcome, number of eggs hatched, and outcome date. In addition, record if nest was moved and total distance moved. The status of each nest is to be recorded on each visit. Status categories are:
 - i. active
 - ii. partially hatched
 - iii. hatched
 - iv. depredated
 - v. partially depredated
 - vi. abandoned/failed hatch
 - vii. destroyed (indicate how destroyed - flooding, take, etc.-if known)
 - b. The Cooperator shall band as many chicks as necessary to accomplish project objectives. The Cooperator will provide a copy of all information gathered on each chick banded as an appendix to the report. Data to be recorded for each new (unbanded) chick captured are to include, but is not limited to:

- i. Bird Banding Laboratory (BBL) band number, band color(s), and the positioning of the band(s) (i.e., right/left leg, top/bottom)
 - ii. weight (to nearest .5 gm) and wing cord length (to the nearest millimeter)
 - iii. age class
 - iv. individual general health
 - v. ternary, grid number and nest number of the chick
 - vi. date of capture
 - vii. person doing the banding
- c. Data recorded for chicks during banding shall be submitted to the BBL in their accepted format. The Cooperator shall submit the copies of all BBL data to the CATR and BR before submitting to the BBL.
- d. When banded chicks are captured, the Cooperator is to inspect all leg bands on the chick to ensure proper fit and condition. Each banded chick encountered shall be measured and weighed unless weather or time precludes the activity. Banding shall be conducted in accordance with the procedures defined in the Cooperator's endangered species and banding permits.
- e. Document any mortality (e.g. date, source, location/nest #) of eggs, chicks, fledglings, or adults, as well as any pertinent information on the circumstances surrounding that mortality.
- f. Conduct fledgling counts on each site periodically throughout each survey day to identify roosting areas and to develop an accurate fledgling survey methodology. Estimate tern fledgling production and identify causes or mortality, as evident.
- g. Concurrent with observations on fledgling activities, conduct observations of raven behavior on, over and adjacent to the colonies.
- h. For LETEs, estimate the breeding population size using current California Department of Fish and Wildlife (CDFW) methods. Additionally, provide methods for a sampling effort and estimate population size for comparison to CDFW.
- i. If Base Period Option Item or Option Year 1-4 Option Items are awarded, data collection shall also include the following:
 - i. Determine the breeding efficiency for SNPL per [Breeding efficiency: A metric for assessing habitat quality and individual performance. Wader Study, 125(3), 2018] and compare results to current fledglings/male calculation.
 - ii. Provide methods for and estimate the breeding population size of SNPLs.
 - iii. Provide methods for and estimate rates of plover fledgling production and identify causes of mortality.

12. The Cooperator shall collect and record all raw field data in the following manner:

- a. All raw field data are to be recorded into a database compatible with Microsoft EXCEL for Windows. Raw field data is defined as the data initially recorded in the field to measure a

variable. The data is without modification, calculation, or summation.

- b. The database is to be formatted such that each variable defined above is represented by a data field. Within the database, each observation is represented by a record. The data is to be submitted on compact disks (CD).
- c. Mark the sequence of each disk (if more than 1 disk is used) on the external disk label. On the first disk include an ASCII text file labeled README. The README file is to describe the contents of the disk(s) (e.g., file names, file content, etc).

H. MEETINGS/COORDINATION

A kick-off meeting between the Grants Officer, CATR, Cooperator, the Principal Investigator, and BR will be held to discuss this Agreement and all suggested methodology. A Work Plan will be submitted by the Cooperator within fifteen days following the meeting.

The Cooperator shall be available to attend agency and local pre- and post-breeding season meetings when agreed upon with the CATR and BR and shall be prepared to provide the CATR and BR breeding season data for such meetings.

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and BR on matters involving the LETS and SNPL and the nesting sites. The number and timing of these meetings will be determined based on nesting season activities and Cooperator performance.

I. SCHEDULES AND SUBMITTALS

1. Electronic copies of all submittals/schedules/deliverables (examples include draft/interim/final reports, progress reports/monthly reports) will be provided to the Cooperative Agreement Administrator for retention in the official agreement file. Only the Grants Officer has the authority to make changes to review periods or due dates.

Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:

- a. there are typographical errors, spelling, or grammar mistakes; or
- b. results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
- c. the document is not organized in a manner that flows well; or
- d. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
- e. the appropriate style guide is not adhered to (in most cases this is the Journal of Wildlife Management(JWM)).

NOTE that the CATR is responsible for identifying the appropriate style if JWM is not acceptable.

2. Within fifteen (15) days following the kick-off meeting, the Cooperator shall submit a Work Plan. The contents of the Work Plan should include the following:
 - a. A site visitation schedule for each nesting site coordinated through the BR. Deviations from this schedule shall be coordinated in a timely manner. However, at no time shall the monitoring schedule

cause breeding birds to be unnecessarily exposed to extremes of weather, including, but not limited to, heat, cold, rain or wind.

- b. A comprehensive and detailed summary of the methodology proposed for this Agreement as well as a work schedule for discussion and review in this initial meeting. Methodology shall include both field work and proposed statistical analyses.
- c. A copy of all permits required for the work described in this Agreement at this Scoping Session (if not already submitted with the proposal).
- d. A list of all persons who will be working on the Base under this Agreement including (1) full name, (2) position/job title and documentation of their qualifications per item F.3. of this Agreement.

The draft work plan will be reviewed by the CATR and BR. The CATR will provide the Cooperator a consolidated list of comments, suggestions, or edits (if there are any) within 30 calendar days from receipt of the draft work plan. Only the Grants Officer has the authority to make changes to the 30 calendar day review period.

Final work plan: The Cooperator shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the "Draft Work Plan" to the "Final Work Plan", and the Cooperator shall submit (electronically via email) the "Final Work Plan" within 10 calendar days from the date the Cooperator received the final review comments provided by the CATR. If there are no comments, suggestions, or edits on the draft work plan, the Cooperator shall resubmit marked "Final Work Plan". The work plan must be approved by the BR prior to the initiation of any work on the Installation.

- 3. The Cooperator shall provide weekly reports, a breeding season summary table, and draft/final reports to the CATR and BR.

- a. Weekly Reports

Throughout the duration of the field investigations the principal investigator will submit a weekly written (or email) checklist of the week's activities to the CATR and BR by 1600 hours local time each Monday. The report will include, at a minimum: names of investigators and observers participating during the month; areas surveyed and a summary of data for each area (total number of nests, and number of new nests for that week; total number of eggs; and total number of chicks hatched), any suspected take and its cause, a summary of predator events, and any other significant event occurring on site or any concerns of which the CATR and BR needs to be aware. The Cooperator shall keep the CATR and BR informed of all active or potentially active sites so that the Marine Corps is able to avoid take of least terns and snowy plovers.

- b. A summary table with preliminary numbers from the breeding season shall be submitted to the CATR and BR during the end of season meeting.
- c. Draft Final/Final Report

One (1) report shall be drafted and submitted for all species investigated; however, the result and discussion sections shall be separated by species if multiple species were monitored. An electronic copy of the draft report shall be submitted to the CATR and BR by 60 days prior to the end of each period of performance for all work conducted during this Agreement. If required by the CATR due to significant comments and/or changes to draft report, a second draft, incorporating all comments, shall be prepared and submitted within 30 days of the request/receipt of comments. All draft reports shall be reviewed by

the Cooperator before submittal to the CATR. The Final Report shall be submitted within 30 days of receipt of Government comments. If necessary, the Government will have a 45 day review period from receipt of the final report (with comments incorporated) for Government review of documents to ensure comments were adequately addressed. If review and acceptance by Government is not completed within the 45 day review period, constructive acceptance will be deemed to have occurred and final deliverables can be submitted. Only the Grants Officer has the authority to make changes to the identified calendar day review period(s).

- i) The final report shall contain all of the information contained in the draft report as modified by Government comment. If the Government has requested report modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CATR.
- ii) A total of 5 hard copies (4 for BR and 1 for CATR) and 4 electronic (CD) copies are to be submitted. The final report should be **perfect bound, with double-sided glossy pages**. The page numbers should be located in the upper outside corner of each page with a spinal title displaying project title and year of execution.
- iii) An electronic copy of the report shall be submitted on a CD with the final in Microsoft WORD 2013 or later. All figures/tables/graphs/appendices are to be included in the electronic copy. In addition, a PDF file of the complete report shall be included on the CD.
- iv) The Annual Report shall be written in the format for the JWM, be written in active voice, and use the metric system for all units in the report. Sections included in the report format are to be as follows:
 - (1) Title page showing:
 - (a) title, include location and year of execution
 - (b) Document Control Number (DCN)
 - (c) NAVFAC logo
 - (d) Marine Corps logo
 - (2) Sub-title page showing:
 - (a) title
 - (b) prepared by listing with affiliations
 - (c) Agreement number
 - (d) prepared for MCB Camp Pendleton, Environmental Security
 - (e) date of report
 - (f) recommended citation for unpublished document

(3) Table of contents, arranged as follows,

- (a) table of contents
- (b) list of tables
- (c) list of figures (photos are considered figures)
- (d) list of appendices

(4) Abstract or Executive Summary

(5) Introduction

- (a) include an overview of the project including population and distribution trends on Camp Pendleton and a discussion of the threats to the species.
- (b) state the project's purpose and objectives and how these relate to Camp Pendleton management goals.

(6) Study Species

- (a) highlight the natural history of the species

(7) Study Areas

- (a) a moderately detailed description of each study areas including general topography and vegetation, and substrate present
- (b) include a map of the scale 1 centimeter=48 meters at minimum showing the location of each study area and its components
- (c) the observations shall be reported and analyzed separately for each site on the Base

(8) Methods

- (a) this section should be detailed in nature, including information such as specific hours of the day, days of week, etc. that surveys/observations were accomplished
- (b) the methods should be well organized into clear sections that provide significant detail so that this project could be duplicated by another researcher. Sections could include (but are not limited to) nest surveys, nest monitoring, predator id, banding, productivity (with all possible subsection within this), etc.
- (c) each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set

(9) Results should follow sections used in methods and be expanded as needed for a clear organization of the data. All figures and tables presenting data shall be incorporated within

the results section and labeled sufficiently to act as a stand-alone document. The results section shall include the following:

- (a) present all data collected from tasks identified in this Agreement. Data is to be presented using both tables and figures.
- (b) statistical analyses on basic topics that are informative for Camp Pendleton management.
- (c) total person-hours spent, including time of day, week, site, etc., and any other information that would enable the reader to specifically quantify total time expended.
- (d) maps identifying all locations surveyed, including areas used for nesting (i.e. "breeding areas"), foraging (both breeding and non-breeding seasons), resting/loafing, roosting or other significant uses; more than one map or figure may be used at the discretion of the Cooperator
- (e) a table listing the number of nests, chicks and adults lost to predators, including the predator species, if known.
- (f) at a minimum, graphically display the following for all nests:
 - (i) nest initiation dates throughout the season
 - (ii) a figure showing the distribution of nests (total and by "wave") on a grid overlay
 - (iii) a table listing the egg hatching and fledgling success
 - (iv) a table listing the outcome of all nests
 - (v) a graph displaying the chronology of major nesting events, including nest initiations and the number of incubating nests
 - (vi) a graph displaying the number of eggs hatching by date along with the number of fledglings observed
 - (vii) tables listing the nesting success for all the colonies on Base for the past 10 years
 - (viii) tables listing the nest, egg, chick, and adult predation events for each of the sites, including the predator species, if known, for the past 10 years
 - (ix) tables listing the nest and egg predation history for all the colonies at the Base for the past 10 years
- (g) table summarizing all banding information collected by site (can be included as an appendix)

(10) Discussion

- (a) the discussion is to be general in nature with respect to previous nesting seasons but specific as to current year results and shall compare how the current data compares to previous years and why these differences might exist

- (b) discuss data anomalies, effectiveness of methods, research assumptions and any difficulties that arose during the survey season
 - (c) discuss the results of the survey data and determine the relative importance of each site to recovery goals, especially as relates to breeding, foraging, roosting/loafing and migratory gathering.
 - (d) compare installation breeding success and population data to regional data
 - (e) discuss the location and distribution, and the influences of nesting with respect to the location of the fence, changes in habitat (year to year, site to site with respect to vegetation, substrate, etc.), topography, human activities; also review how the colonies have shifted their distribution of the nests and nesting area in the past and discuss the most probable locations and directions of future shifts.
 - (f) describe Marine Corps and Navy operations, recreation, facility use, and construction projects observed and evaluate their impacts at each site, if any.
 - (g) discuss the factors which appear to determine the importance of areas to foraging snowy plovers
 - (h) discuss the factors which appear to determine the importance of areas to nesting snowy plovers and least terns
 - (i) discuss the chronology of nesting on the Base and any factors (environmental or man-caused) which may affect the onset of nesting, if able to be determined
- (11) Conclusions and Recommendations.
- (a) provide management recommendations that will allow the continuation of Marine Corps and Naval operations and recreational use on the Base while providing for the successful breeding and fledgling success of SNPL
 - (b) identify any gaps in information or research required to adequately manage and promote conservation for SNPL and LETS
- (12) In the acknowledgements include the following statement: "This research was funded by the Assistant Chief of Staff, Environmental Security, Marine Corps Base Camp Pendleton."
- (13) Copies of all tern and plover banding data will be provided as an appendix
- v) All statistical analyses are to be reported following that of: *Tacha, Warde, and Burnham, 1982. Use and interpretation of statistics in wildlife journals. Wildlife Society Bulletin (10)4:355-362*

4. Data Deliverables

- a) The Cooperator shall submit the raw data electronically (CD) with the final report. Data shall be submitted in either an Access or Microsoft Excel (preferred) format. This CD shall contain nesting data, banding operation data, survey/resight data, mortality data, and disturbance event data. Should the BR have problems loading the data into the Base database, or should the data be incorrectly recorded, the

Cooperator will work with the BR to correct the problems. Successful loading of the data must be accomplished by the time the final report is submitted.

- (1) Data for each nest shall include (but not be limited to): Nest location, Initiation Date, Clutch Size, Eggs Lost Prior to Hatch, # Eggs Hatched, Outcome (Success/Fail), Outcome Date, Cause of Failure, Nest Manipulated (Y/N), Manipulation Type (moved/mounded), Total Distance Moved.
- (2) Banding data shall include (but not limited to): standard banding data as submitted to the Bird Banding Lab and morphometric measurements taken.

b) Photographs

All project-related photographs shall be submitted electronically (CD) and named in the following format:

SpeciesCode_YYYYMMDD_Company/AgencyAbbreviation_NumberInSeries(001)
Eg: LETE_20191008_USGS_001

Photographs shall include the following information imbedded in the metadata of each file:

- (a) Description: Subject/activity
 - (b) Location:
 1. General site location (eg. Camp Pendleton and training area)
 2. Specific site location (eg. project-specific survey area)
 - (c) Photographer (at the discretion of the Contractor/Cooperator whether this refers to Company/Agency name or individual person)
 - (d) Names of all personnel featured in photo (if applicable)
- c) The Cooperator shall submit all GIS data generated during the field surveys following the guidelines in SPECIFICATIONS FOR DIGITAL DATA (Appendix A) included in this Scope. GIS data will not be considered final until all comments have been incorporated and data accepted by the Base Environmental Security Information Systems Branch in conjunction with the BR.

J. DATA AND PUBLICATIONS

1. This Cooperative Agreement is subject to, and Cooperator shall comply with, 2 CFR 200.310 - .316 and Department of Defense Grant and Agreement Regulations (DoDGARs) 32 CFR § 34.20-25 concerning 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 Cooperator and the Government will notify the Cooperator in advance of applicable limitations on such information.
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 Government acknowledges and agrees that the Cooperator's fundamental consideration in performing the research under this Agreement shall be Cooperator's right to publish the results of such research for academic and scientific purposes. The Cooperator 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 CATR and the Government thirty (30) days prior to the submission of the work mentioned above. The Cooperator shall retain lead authorship publication rights to the original research for a period of three (3) years following submission of the final report. These rights shall revert to the USMC should the Cooperator fail to do so within the three (3) years. The Government also retains the right to publish any re-analysis of the data.

3. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the *United States Marine Corps* on behalf of the *Marine Corps Base Camp Pendleton*.”
4. Any publications resulting from this work shall be provided at no cost to the Government in quantities jointly determined by the CATR and the Cooperator at the time of publication.
5. The Cooperator shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement.

K. RELEASE OF INFORMATION

The Cooperator shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer NAVFAC SW through the CATR and the Public Affairs Officer, Marine Corps Base Camp Pendleton, through the CATR.

L. SAFETY

The Cooperator will be required to develop an Accident Prevention Plan (APP) following ENG Form 6293 (USACE Accident Prevention Plan Worksheet) of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements, 15 March 2024 or latest edition. The government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the Cooperator to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- 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 handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Chapter 36 – Hazardous Waste Operations and Emergency Response of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this statement of objectives. Format and instructions for the AHA is should follow EM 385-1-1 guidance and ENG Form 6206. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 (or latest addition), and Local Activity safety plans and standard operating

procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Grants Officer/Cooperative Agreement Administrator/Cooperative Agreement Technical Representative and local Safety and Occupational Health Office prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potential exposure to HTRW. Government PM should verify with the SW EV Safety Office prior to directing the Cooperator to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoD. The Cooperator shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Cooperator employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSSH must meet Level 1 SSSH requirements in Chapter 2 of EM 385-1-1.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) - 01 35 26, current edition. The Cooperator will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

Site Assist Visit (SAV). While the Cooperator is performing the job on-site, a SW EV Safety representative may perform an SAV. The Cooperator is required to comply with the contents of the final APP (with the AHA and/or SSHP, as applicable). Any modifications to the APP shall be approved first by the Grants Officer/Cooperative Agreement Administrator/Cooperative Agreement Technical Representative and local Safety and Occupational Health Office prior to continuing work. Also, the Cooperator has to comply with the requirements of Chapter 2, Safety and Occupational Health Program Management for Contractors of EM-385 -1-1, while at the job site.

M. HOLD HARMLESS

1. The Government shall not be responsible for the loss of or damage to property of the Cooperator and/or his/her representatives, or for personal injuries to the Cooperator and/or his/her representatives arising from or incident to the use of government facilities or equipment. Cooperator 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 Cooperator, 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 Cooperator, 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 Cooperator or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

2. In the event of damage, including damage by contamination, to any Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, 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.

N. INSURANCE

1. At the commencement of this Cooperative Agreement, the Cooperator 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 Cooperator, its employees, agents or contractors under this Cooperative Agreement. The Cooperator 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 Cooperator 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 Cooperator or the Government or any other person concerning such amount or change in coverage.

3. The Cooperator 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 O, including coverages specified in Attachment A hereof. Cooperator 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 Cooperator shall require its contractors or agents or any contractor performing work at the Cooperator's or agent's request on the affected Government Premises to carry and maintain the insurance required below:

“Comprehensive general liability insurance in the amount of \$1,000,000.00.”

5. The Cooperator 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 Cooperator 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 Cooperator for such loss or damage, the Cooperator 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 Cooperator by the Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this paragraph, the Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator 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 Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator 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 Cooperator, the Cooperator shall promptly refund to the Government the amount of such proceeds.

O. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.
2. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq. Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.
3. Financial Reports shall be prepared in accordance with 2 CFR 200, are required in accordance with the following schedule, and shall be submitted to the Grants Officer and CATR.

Financial Reports	Reporting Period	Due Date
Request for Advance or Reimbursement (SF270)	Submitted with any invoice on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF
Final Financial Status Report (SF425 marked final in box 6)	Period of performance	90 days after end of period of performance

P. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Cooperator to report information on subcontract awards. The law requires all reported information be made public, therefore, the Cooperator is responsible for notifying its subcontractors that the required information will be made public.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Cooperator shall report the following information at <http://www.sam.gov> for each first-tier subcontract:

1. Unique identifier (UEI) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
2. Name of the subcontractor.
3. Amount of the subcontract award.
4. Date of the subcontract award.
5. A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
6. Subcontract number (the subcontract number assigned by the Cooperator).
7. Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
8. Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
9. The prime contract number, and order number if applicable.
10. Awarding agency name and code.
11. Funding agency name and code.
12. Government contracting office code.
13. Treasury account symbol (TAS) as reported in FPDS.
14. The applicable North American Industry Classification System (NAICS) code.

By the end of the month following the month of a contract award, and annually thereafter, the Cooperator shall report the names and total compensation of each of the five most highly compensated executives for the Cooperator's preceding completed fiscal year at <http://www.sam.gov>, if:

In the Cooperator's preceding fiscal year, the Cooperator received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Cooperator shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.sam.gov>, if

In the Subcontractor's preceding fiscal year, the Subcontractor received –

- (i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

If the Cooperator in the previous tax year had gross income, from all sources, under \$300,000, the Cooperator is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Cooperator does not need to report awards to that subcontractor.

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT (2 CFR § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

APPENDIX A

See PDF regarding SPECIFICATIONS FOR DIGITAL DATA

For geospatial questions contact:

Environmental Security, Information Systems
Building 22165
Box 555008-5008
Camp Pendleton, CA 92055-5008
pndl_env_gis@usmc.mil
Tel: (760) 763-9392

ATTACHMENT A
SELF-INSURANCE REQUIREMENTS FORM

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO
RECIPENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY
PURSUANT TO THE COOPERATIVE AGREEMENT**

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

2. SELF-INSURANCE REQUIREMENTS: If your organization is self-insured, please provide evidence of self-insurance which meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

**3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM
REQUIREMENTS:**

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.
- The following endorsements are required for Excess Liability insurance policies:
 - a. "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."
 - b. "The Commanding Officer, Naval Facilities Engineering Systems Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."
 - c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".
 - d. "This insurance certificate is for use of facilities at Marine Corp Base Camp Pendleton under this Cooperative Agreement, No. N62473-26-2-0002."

**4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL
CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**

ATTACHMENT A
NON SELF-INSURED REQUIREMENTS FORM

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO
RECIPENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY
PURSUANT TO THE COOPERATIVE AGREEMENT**

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING ENDORSEMENTS:

- a. "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."
- b. "The Commanding Officer, Naval Facilities Engineering Systems Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at Marine Corp Base Camp Pendleton under this Cooperative Agreement, No. N62473-26-2-0002"
- e. Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

**3. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL
CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**

ATTACHMENT B
WAWF INSTRUCTIONS

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Cooperator shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Cooperator should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Cooperator shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Cooperator shall submit payment requests using the following document type(s):
CONSTRUCTION AND FACILITIES MANAGEMENT INVOICE

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. Navy Construction/Facilities Management Invoice

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NOT APPLICABLE

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Cooperator shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0871
Issue By DoDAAC	N62473/ No Extension
Admin DoDAAC	N62473/ No Extension
Inspect By DoDAAC	N62473/ EPLAN
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N62473/EPLAN

(4) Payment request. The Cooperator shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Cooperator shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Cooperator may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NAVFAC_SW_EPLAN_inspector@navy.mil
albert.k.owen2.civ@us.navy.mil
maria.e.aguirre14.civ@us.navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)