



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: March 12, 2014

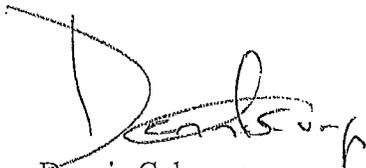
TO: Doug Campbell, Acting Deputy Public Utilities Director, Environmental Monitoring and Technical Services Division, Public Utilities Department

FROM: Dennis Gakunga, Director, Purchasing & Contracting Department

SUBJECT: Sole Source Request for Procurement Authorization with Regents of the University of California - Kelp Forest Studies for PLWTP

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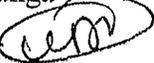
Your Sole Source Request for the above subject with Regents of the University of California San Diego was approved. In order for a Purchase Order to be issued, your department has to submit a purchase requisition. In the internal header notes of the requisition, please reference Sole Source Case Number 3179. For questions, please contact Downs Prior at x55298.

  
Dennis Gakunga,  
Director, Purchasing & Contracting Department

DG/pd

cc: Tim Stebbins, Senior Marine Biologist  
Jaime Jacinto, Supervising Management Analyst  
Angela Laurita, Administrative Aide II

CITY OF SAN DIEGO  
MEMORANDUM

DATE: 3/11/2014  
TO: Dennis Gakunga  
FROM: Downs Prior   
SUBJECT: Sole Source Request — Regents of the University of California San Diego for Sole Source Procurement Authorization with Regents of the University of California - Kelp Forest Studies For PLWTP

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Negotiated Total:

Dept. Est. Total: \$2,800,000.00

Vendor: Regents of the University of California San Diego

Expiration Date: One-Time Purchase

Recommendation: **Approved**

In accordance with SDMC §22.3016, this is to certify that a sole source agreement (H146223) with Regents of the University of California, San Diego (UCSD), Scripps Institute of Oceanography (SIO), to conduct studies monitoring the status of the San Diego region's kelp forests as part of the City's enhanced ocean monitoring program for the Point Loma Wastewater Treatment Plant (PLWTP). These activities are necessary and a strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

It is proposed to use SIO to continue long-term ecological assessment studies in the coastal waters off San Diego in order to define the effects or potential impacts of wastewater discharge on the health and stability of the local kelp forests off Point Loma, La Jolla and North San Diego County relative to other environmental parameters or sources of contamination. The project will be funded over a 5-year period from July 1, 2014 through June 30, 2019. The cost of the project over all five years is for a total amount not to exceed \$2,800,000.

This project is an important component of enhanced ocean monitoring activities conducted in support of maintaining the City's 301(h) modified permit [waiver] from secondary treatment requirements for the PLWTP, and it will also help the City to address other issues of emerging concern relevant to the environmental protection of San Diego's coastal waters. The project will build upon previous 4-year projects funded by the City for 2002-2006, 2006-2010, and 2010-2014, as well as earlier work conducted between 1992 and 2002. Direction and management of all scientific aspects of the project will be performed by Dr. Ed Parnell of SIO's Integrative Oceanography Division, while City oversight will be provided by the Manager of the City's Ocean Monitoring Program (Public Utilities Department).

CITY OF SAN DIEGO  
M E M O R A N D U M

A sole source agreement is needed because of the site specific experience and expertise of SIO scientists in several areas critical to the project's success. For example, having designed and conducted the time-series studies off Point Loma for many years (~1970 to present), having broad experience in evaluating environmental impacts to the entire regional coastal ecosystem, and having long-demonstrated successful experience conducting ecological studies of this type, makes SIO uniquely qualified to perform these services. The broad range and depth of technical expertise that SIO has available for this project is unmatched by any other single organization, and they are renowned worldwide for such expertise. Consequently, utilizing SIO provides the most scientifically sound and cost efficient manner to accomplish this work. Lastly, the City of San Diego will not economically benefit from a competitive bid process for these professional services.

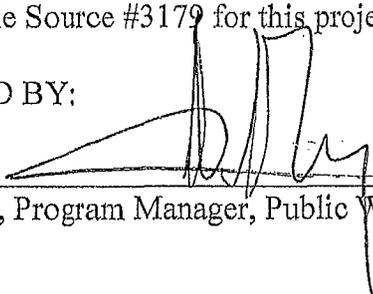
The sole source contract is expected to extend from FY2015 through FY2019 to continue the long-term project entitled "Evaluation of Anthropogenic Impacts on the San Diego Coastal Kelp Forest Ecosystem."

Because of their long-standing experience and demonstrated successful track record with the above and other projects, and their unparalleled expertise in all aspects of coastal ocean ecology off San Diego and throughout the world, SIO is uniquely qualified to perform these services in the most scientifically sound and cost efficient manner that is not available from any other single provider.

The total fee for these services shall not exceed \$2,800,000.00 and the term of the agreement (H146223) shall not exceed June 30, 2019. This associated sole source, will be in effect from date of the agreement execution, until the agreement is completed/closed, but will not exceed June 30, 2019 without issuance of a modification to duration of both the agreement and this sole source.

Refer to Sole Source #3179 for this project.

REVIEWED BY:

  
\_\_\_\_\_  
Al Rechany, Program Manager, Public Works Contracting Group

APPROVED BY:

  
\_\_\_\_\_  
Dennis Gakunga, Director, Purchasing and Contracting



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: January 8, 2014

TO: Dennis Gakunga, Director, Purchasing and Contracting Department  
via Halla Razak, Director of Public Utilities HHR

FROM: Doug Campbell, Acting Deputy Public Utilities Director, Environmental  
Monitoring and Technical Services Division  
via Robert Mulvey, Assistant Public Utilities Director DM

SUBJECT: Sole Source Procurement Authorization with Regents of the University of  
California, San Diego

REFERENCE: San Diego Municipal Code Sections 22.3212 and 22.3037

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The Environmental Monitoring and Technical Services Division of the Public Utilities Department requests approval of a sole source agreement with the Regents of the University of California, San Diego (UCSD) for the Scripps Institution of Oceanography (SIO) to conduct studies monitoring the status of the San Diego region's kelp forests as part of the City's enhanced ocean monitoring program for the Point Loma Wastewater Treatment Plant (PLWTP).

It is proposed to use SIO to continue long-term ecological assessment studies in the coastal waters off San Diego in order to define the effects or potential impacts of wastewater discharge on the health and stability of the local kelp forests off Point Loma, La Jolla and North San Diego County relative to other environmental parameters or sources of contamination. The project will be funded over a 5-year period from July 1, 2014 through June 30, 2019. The cost of the project over all five years is for a total amount not to exceed \$2,800,000.

This project is an important component of enhanced ocean monitoring activities conducted in support of maintaining the City's 301(h) modified permit [waiver] from secondary treatment requirements for the PLWTP, and it will also help the City to address other issues of emerging concern relevant to the environmental protection of San Diego's coastal waters. The project will build upon previous 4-year projects funded by the City for 2002-2006, 2006-2010, and 2010-2014, as well as earlier work conducted between 1992 and 2002. Direction and management of all scientific aspects of the project will be performed by Dr. Ed Parnell of SIO's Integrative

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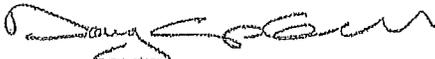
Dennis Gakunga, Director, Purchasing and Contracting Department  
January 8, 2014

Oceanography Division, while City oversight will be provided by the Manager of the City's Ocean Monitoring Program (Public Utilities Department).

A sole source agreement is needed because of the site specific experience and expertise of SIO scientists in several areas critical to the project's success. For example, having designed and conducted the time-series studies off Point Loma for many years (~1970 to present), having broad experience in evaluating environmental impacts to the entire regional coastal ecosystem, and having long-demonstrated successful experience conducting ecological studies of this type, makes SIO uniquely qualified to perform these services. The broad range and depth of technical expertise that SIO has available for this project is unmatched by any other single organization, and they are renowned worldwide for such expertise. Consequently, utilizing SIO provides the most scientifically sound and cost efficient manner to accomplish this work. Lastly, the City of San Diego will not economically benefit from a competitive bid process for these professional services.

The sole source contract is expected to extend from FY2015 through FY2019 to continue the long-term project entitled "Evaluation of Anthropogenic Impacts on the San Diego Coastal Kelp Forest Ecosystem."

It is requested that you approve the procurement of these professional services for the amount of \$2,800,000 on a sole source basis from the Regents of the University of California, San Diego, under San Diego Municipal Code Section 22.3208 which reads in part, "*The following contracts may be awarded by the Purchasing Agent without advertisement or a competitive process: (a)-(h)*" and Section 22.3016 "*(a) When certification of a sole source contract is required by this Article, the City Manager or Purchasing Agent shall certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.*"

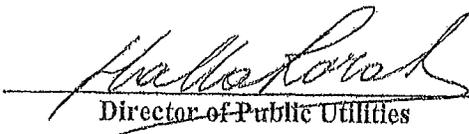


Doug Campbell  
Acting Deputy Director

DC/ts

cc: Tim Stebbins, Senior Marine Biologist  
Jaime Jacinto, Supervising Management Analyst  
Angela Laurita, Administrative Aide II

**APPROVED BY:**



Director of Public Utilities

Public Works Director

**ORIGINAL**

**DUPLICATE**

**AGREEMENT BETWEEN**  
**THE CITY OF SAN DIEGO**  
**AND**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,**  
**UNIVERSITY OF CALIFORNIA, SAN DIEGO**  
**FOR**  
**EVALUATION OF ANTHROPOGENIC IMPACTS ON THE SAN**  
**DIEGO COASTAL KELP FOREST ECOSYSTEM**

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**CONTRACT NUMBER: H146223**

Document No. RR-309171  
Filed JUL 29 2014  
Office of the City Clerk  
San Diego, California

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## UNIVERSITY AGREEMENT EXHIBITS

- Exhibit A - Scope of Research
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Reserved
- Exhibit E - University Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Reserved
- Exhibit H - Determination Form
- Exhibit I - Reserved
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - American With Disabilities Act (ADA) Compliance Certification

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
UNIVERSITY OF CALIFORNIA, SAN DIEGO  
FOR UNIVERSITY RESEARCH**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and The Regents of the University of California, University of California, San Diego [University or Consultant].

**RECITALS**

The City wants to retain marine biology experts to research the impacts of treated wastewater discharge on the health and stability of the local kelp forest ecosystem off Point Loma, La Jolla, and in North County relative to other environmental parameters, both natural and anthropogenic [the Research].

The University has the expertise, experience and personnel necessary to provide the Research. The City and the University [Parties] want to enter into an Agreement whereby the City will retain the University to provide, and the University shall provide, the Research.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I  
UNIVERSITY RESEARCH**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Research.** The University shall perform the Research as set forth in the written Scope of Research [Exhibit A] at the direction of the City

**1.2 Contract Administrator.** The Public Utilities Department [Department] is the contract administrator for this Agreement. The University shall provide the Research as agreed with the designated representative of the Department. The City's designated representative will communicate with the University on all matters related to the administration of this Agreement and the University's performance of the Research rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Research.** The City may, without invalidating this Agreement, order changes in the Scope of Research by altering, adding to or deducting from the Professional Research to be performed. All such changes shall be in writing and shall be

performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the University's cost of, or the time required for, the performance of any of the Research, the University shall immediately notify the City. The Parties will agree to an equitable adjustment to the University's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Research, the University shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the University shall immediately advise the City in writing of any anticipated change in the Scope of Research (Exhibit A), Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the University from its duty to render all Research in accordance with applicable laws and accepted academic standards.

**1.5 Reserved.**

**1.6 Reserved.**

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Research or **June 30, 2019** whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Research (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The University shall immediately notify the City in writing if the University experiences or anticipates experiencing a delay in performing the Research within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay.

**2.4 Delay.** If delays in the performance of the Research are caused by unforeseen events beyond the control of the Parties, such delay may entitle the University to a reasonable extension of time, but such delay shall not entitle the University to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the University's work; inability to obtain materials, equipment, or labor; required additional Research; or other specific reasons agreed to between the City and the University; provided, however, that: (a) this provision shall not apply to, and the University shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the University; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall

not entitle the University to an extension of time unless the University furnishes the City, in a timely manner, documentary proof satisfactory to City of the University's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the University's performance of the Research, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the University of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the University for all allowable costs incurred for all work performed through the effective suspension date, and for all outstanding obligations which cannot be canceled. Thereafter, the City may rescind such suspension by giving written notice of rescission to the University. The City may then require the University to resume performance of the Research in compliance with the terms and conditions of this Agreement; provided, however, that the University shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 Either Party's Right to Terminate for Convenience.** Either party may, at its sole option and for its convenience, terminate all or any portion of the Research agreed to pursuant to this Agreement by giving sixty (60) days written notice of such termination to the other party. Such notice shall be delivered by certified mail with return receipt for delivery to the sender. Upon the giving of notice of termination by City, as of the effective termination date the University shall exert its best efforts to limit or terminate any outstanding commitments. City shall reimburse University for all allowable costs reasonably incurred by it for all work performed through the effective termination date, and for all outstanding obligations which cannot be canceled. Such obligations may include salary and fringe benefits (including vacation accrual) of personnel engaged on the project during their severance period; purchase orders and other agreements with outside vendors which cannot be canceled; inventory storage and disposition costs for items produced under this Agreement; and indirect costs associated with these obligations. In addition, University shall also be reimbursed for those allowable additional costs which may be incurred as a result of termination, including any extraordinary clerical and accounting costs. University shall furnish, within ninety (90) days of the effective date of termination, a final invoice for settlement of all costs to be reimbursed. Upon the giving of notice of termination by University, as of the effective termination date City shall have no additional liability for any costs or obligations. In addition, University shall furnish, within sixty (60) days of the effective date of termination, a final summary of all funds expended and shall reimburse City for any funds paid by City to University in excess of total funds expended by University.

**2.7 Reserved.**

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** The total compensation payable by the City to the University for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$2,662,178.00. The

compensation for the Scope of Services shall not exceed \$2,662,178.00 and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$0.00. Moreover, the total compensation to be paid to the University by the City for all work performed under each phase of this Agreement shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

**3.1.1 Phased Funding Schedule.** The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule.

<b>PHASED FUNDING SCHEDULE</b>		
<u>Funding Phases</u>	<u>Dates</u>	<u>Total Not to Exceed Amount</u>
1	From date of execution of Agreement through completion of Agreement	\$477,581
2	From July 1, 2015 through completion of Agreement	\$509,669
3	From July 1, 2016 through completion of Agreement	\$545,728
4	From July 1, 2017 through completion of Agreement	\$558,591
5	From July 1, 2018 through completion of Agreement	\$570,609
Total		\$2,662,178

**3.1.2** It is expressly understood by and between the City and the University that the work and compensation for each Funding Phase is subject to funds being appropriated and authorized by the City Council for said services and compensation. The City's obligations and the University's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

a. The amount of funds available at time of contract award is not considered sufficient for the performance required for any Funding Phase other than Funding Phase 1. When additional funds are available for the full requirements of the next Funding Phase, the City shall so notify the University in writing. The City shall also modify the amount of funds as available for contract performance as described in the Funding Schedule. This procedure shall apply for each successive Funding Phase.

b. The City is not obligated to the University for any amount over that specified in the Funding Schedule as available for contract performance and authorized by the City Council.

c. The University is not obligated to incur costs for the performance of work required for any Funding Phase after the first phase, unless and until written notification is received from the City of an increase in availability of funds. If so notified, the University's obligation shall increase only to the extent contract performance is required for the additional Funding Phase for which funds are made available.

d. If the Agreement is terminated under Section 2.6 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The University shall be entitled to compensation for only those Services provided under those specific Funding Phases for which funds have been made available.

e. Notification to the University of an increase or decrease in the funds available for performance of this Agreement under another clause (e.g., an "option" or "changes" clause), shall not constitute the notification contemplated by subparagraph *a* above.

**3.1.3** The not-to-exceed amounts stated in the Funding Schedule in Paragraph 3.1.1 above include the following two specific elements:

3.1.3.1 A shall not exceed amount as full compensation for all work described in this AGREEMENT and its Exhibits, except for Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT; and

3.1.3.2 A shall not exceed amount for Additional Services that may be authorized under Paragraph 3.2 of this AGREEMENT.

Funding Phases	Fixed Amount	Not to Exceed Amount for Additional Services	Total Not to Exceed Amount
1	\$477,581	\$0.00	\$477,581
2	\$509,669	\$0.00	\$509,669
3	\$545,728	\$0.00	\$545,728
4	\$558,591	\$0.00	\$558,591
5	\$570,609	\$0.00	\$570,609
<b>Total</b>	<b>\$2,662,178</b>	<b>\$0.00</b>	<b>\$2,662,178</b>

**3.2 Additional Services.** The City may require that the University perform additional Professional Services [Additional Services] beyond those basic services described in the Scope of Services [Exhibit A]. Prior to the University's performance of Additional Services, the City and the University must agree in writing upon a fee for the Additional Services, including

reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the University for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the University in accordance with the above Phased Funding Schedule and the Compensation and Fee Schedule [Exhibit B] subject to actual costs, but in no case to exceed the total contract amount in Section 3.1. For the duration of this Agreement, the University shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule by phase. The University shall submit one invoice per calendar month listing expenses by major cost category in accordance with the projected costs in the Compensation and Fee Schedule. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Reserved**

**3.5 Eighty Percent Notification.** The University shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Research appears that it may be greater than the maximum compensation for this Agreement.

**3.6 Title to Equipment.** The City shall retain title to equipment purchased under this Agreement. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

**3.7 Annual University Fiscal Closing.** University shall forward notice to the City by April 30 of each project year of the anticipated expenses for the balance of the project year through June 30 so that City may reserve funds to pay for expenses from the current project year, refer to Section 9.1 for notice address. University anticipates submitting invoice for June by the end of July.

**3.8 Carry Forward of Unexpended Funds.** With the City's prior approval, the University may carry forward unexpended funds from one project year to the next in support of uncompleted tasks.

**ARTICLE IV  
UNIVERSITY'S OBLIGATIONS**

**4.1 Academic Standards.** The University agrees that the Research conducted under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent marine biology experts using the degree of care and skill ordinarily exercised by reputable academics practicing in the same field of research in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the

University of responsibility for complying with all applicable laws, codes, and good consulting practices.

## **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to University's and any Subcontractor's premises to review and audit the University's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the University's premises, of any and all records related to the Research provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the University or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Research, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1 Accounting Records.** The University and all subcontractors shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The University and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the University and Subcontractors shall submit exact duplicates of originals of all requested records to the City; the City shall reimburse the Contractor and Subcontractor for copying costs.

**4.2.3 City's Right Binding on Subcontractors.** The University shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the University's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The University shall maintain its self-insurance program for the duration of this Agreement and maintain coverage equivalent to the types of coverage specified in Section 4.3.1. Maintenance of specified insurance coverage is a material element of this Agreement and University's failure to maintain coverage or to provide evidence of coverage during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the University shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the University shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million.

**4.3.1.2 Commercial Automobile Liability.** For all of the University's automobiles including owned, hired and non-owned automobiles, the University shall keep in full force and effect, automobile insurance providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence.

**4.3.1.3 Workers' Compensation.** For all of the University's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the University shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage.

**4.3.2 Reserved**

**4.3.3 Reserved**

**4.3.4 Reserved**

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the University's insurance coverage, limits, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the University for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The University may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The University's hiring or retaining of any third parties [Subcontractors] to perform Research [Subcontractor Research] is subject to prior approval by the City. If at any time after this Agreement is entered into the University identifies a need for additional Subcontractor Research, the University shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Research. The University's notice shall include a justification, a description of the Scope of Research, and an estimate of all costs for the Subcontractor Research. The University may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the University and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

**4.4.1.1** The University shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the University proportionate to the research performed by the Subcontractor.

**4.4.1.2** The University is obligated to pay the Subcontractor, for University and City-approved invoice amounts, out of amounts paid by the City to the University, not later than fourteen working days from the University's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the University and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Research, the University shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the University shall pay the Subcontractor the amount withheld within fourteen working days of the University's receipt of the City's next payment.

**4.4.1.4** In any dispute between the University and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The University agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the University and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** Reserved.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5** Reserved.

**4.6** Reserved.

**4.7 Drug-Free Workplace.** The University agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The University shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E ].

**4.7.1 University's Notice to Employees.** The University shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The University shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the University shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The University further certifies that each contract for Subcontractor Research for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. University and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Product Endorsement.** The University acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

The City acknowledges and agrees to comply with the provisions of California Education Code 920000 which states The name "University of California" is the property of the state. No person shall, without the permission of the Regents of the University of California, use this name, or any abbreviation of it or any name of which these words are a part, in any of the following ways:

(1) To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity, or enterprise.

(2) To imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by the University of California.

(3) To display, advertise, or announce this name publicly at, or in connection with, any meeting, assembly, or demonstration, or any propaganda, advertising, or promotional

activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition, or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity, or program.

**4.9 Conflict of Interest.** The University is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.9.1** If, in performing the Research set forth in this Agreement, the University makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the University shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the University's relevant financial interests. The determination as to whether any individual members of the University's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit H].

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The University shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the University is subject to a conflict of interest code. The University shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the University was subject to a conflict of interest code.

**4.9.1.2** If the City requires the University to file a statement of economic interests as a result of the Research performed, the University shall be considered a “City Official” subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.9.2** The University shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.9.3** The University's personnel employed for the Research shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The University shall not recommend or specify any product, supplier, or contractor with whom the University has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.9.4** If the University violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the University to liability to the City for attorneys fees and all damages sustained as a result of the violation.

**4.10 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, the Research provided under this Agreement, upon the City's request, the University, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The University's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.11 Compensation for Mandatory Assistance.** The City will compensate the University for fees incurred for providing Mandatory Assistance as Additional Research under Section 3.3.

**4.12 Attorney Fees Related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the University or its agents, officers, and employees may incur expenses and/or costs. The University agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable.

**4.13 Reserved.**

**4.14 ADA Certification.** The University hereby certifies [Exhibit K] that it agrees to comply with the American with Disabilities Act and the California Fair Employment and Housing Act (FEHA) which are incorporated into this Agreement by this reference.

**4.15 Reserved.**

## **ARTICLE V RESERVED**

## **ARTICLE VI**

**6.1 Indemnification and Hold Harmless Agreement.** City agrees to defend, indemnify and hold University harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees.

University agrees to defend, indemnify and hold City harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

## **ARTICLE VII**

## MEDIATION

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Reserved.**

**7.3 Reserved.**

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding."

## ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS

**8.1 Publication and Data Rights.** University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed under this Agreement to the extent such results do not contain Confidential Information of City. City shall have the right to disclose, publish and use the technical reports, data and information delivered hereunder to City by University.

**8.2 Patent Rights.** Inventorship of inventions, developments or discoveries arising from research conducted under this Agreement shall be determined in accordance with United States Patent Law, Title 35 United States Code. All rights to inventions or discoveries, including software, made solely by either the City or the University shall belong to the City or the University, respectively, and shall be disposed of in accordance with the applicable City or University policy. All rights to inventions or discoveries, including software, made jointly by University and City shall be jointly-owned. To the extent that the University has the legal right to do so, the University shall offer to the City, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate a commercial, royalty-bearing license, to make, use, and sell any University or Joint Invention conceived and first actually reduced to practice in the performance of research under this Research Agreement, for the term of any patent thereon. The University shall promptly disclose to the City any inventions arising under this Research Agreement. The City shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the University. The City shall advise the

University in writing within sixty (60) days of disclosure to the City whether or not it wishes to secure a commercial license. If the City elects to secure a license, the City shall reimburse University all costs associated with patent filing for such inventions, whether or not a patent issues. Said license shall contain reasonable terms and shall require diligent performance by the City for the timely commercial development and early marketing of such inventions, and include the City's continuing obligation to share patent costs. If City elects not to secure such license(s), rights to the Invention(s) disclosed hereunder shall be disposed of in accordance with University policies, with no further obligation to City.

**8.3 Reserved**

**8.4 Reserved**

**8.5 Reserved**

**8.6 Reserved**

**8.7 Reserved**

**8.8 Reserved**

**8.9 Reserved.**

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **Public Utilities Department, 2392 Kincaid Road, San Diego, CA 92101, Attn: Jaime Jacinto, MS45** and notice to the University shall be addressed to: Nancy Wilson, Director of Contracts and Grants, S.I.O., University of California, San Diego, 9500 Gilman Drive, La Jolla 92093-0210. After June 30, 2014, notices to the University shall be sent to Steve Carter, Director of Contracts and Grants, S.I.O., University of California, San Diego, 9500 Gilman Drive, La Jolla 92093-0210.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** Neither party shall assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the other party's prior written approval. Any assignment in violation of this paragraph shall constitute grounds for termination for convenience under section 2.6 of this Agreement.. In no event shall any putative assignment create a contractual relationship between the either party and any putative assignee.

**9.4 Independent Contractors.** The University and any Subcontractors employed by the University shall be independent contractors and not agents of the City.

**9.5 University and Subcontractor Principals for University Research.** It is understood that this Agreement is for unique Research. Retention of the University's Research is based on the particular professional expertise of the following members of the University's organization: Paul Dayton and Edward Parnell ["Principal Investigators"]. Accordingly, performance of Research on the Project may not be delegated to other members of the University's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the Principal Investigators are the principal persons responsible for delivery of all Research and may not be removed from the Project without the City's prior written approval. Removal of any of the Principal Investigators without notice and approval by the City may be considered cause for termination for convenience of this Agreement by the City. In the event any of the Principal Investigators becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the University, to require any of the Principal Investigators to be removed from the Project.

**9.6 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the University, shall be deemed to be both covenants and conditions.

**9.7 Compliance with Controlling Law.** The University shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.8 Jurisdiction.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California.

**9.9 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.10 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.11 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.12 No Waiver.** No failure of either the City or the University to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**9.13 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide similar Research.

**9.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the University employs an individual at the Integrative Oceanography Division (IOD) of Scripps Institution of Oceanography (SIO) who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the University.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**9.19 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.20 Consultant Evaluation.** City will evaluate University's performance of Research using the Consultant Evaluation Form [Exhibit F].

**9.21 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.22 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Research and termination or completion of the Agreement.

**9.23 Reserved.**

**9.24 Reserved.**

**9.25 Public Records.** This contract is public document subject to the California Public Records Act, and as such may be subject to public review per Exhibit J (Regarding Information Requested under the California Public Records Act).

*The remainder of this page has intentionally been left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Resolution No. 309171, authorizing such execution, and by the University.

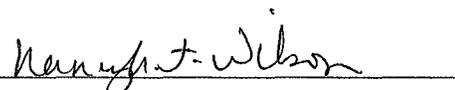
Dated this 25<sup>th</sup> day of August, 2014.

THE CITY OF SAN DIEGO  
Mayor or Designee

By 

W. Downs Prior  
Principal Contract Specialist  
Public Works Contracts

I HEREBY CERTIFY I can legally bind The Regents of the University of California, San Diego and that I have read all of this Agreement, this 24<sup>th</sup> day of June, 2014.

By 

Nancy A.F. Wilson  
Director, Office of Contract and Grant  
Administration, SIO, UCSD

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25 day of August, 2014.

JAN I. GOLDSMITH, City Attorney

By   
Deputy City Attorney

## **UNIVERSITY AGREEMENT EXHIBITS**

- Exhibit A - Scope of Research
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - Reserved
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Reserved
- Exhibit H - Determination Form
- Exhibit I - Reserved
- Exhibit J - Regarding Information Requested Under the California Public Records Act
- Exhibit K - American With Disabilities Act (ADA) Compliance Certification

# SCOPE OF RESEARCH

## INTRODUCTION

San Diego may be the most “ocean oriented” large city in the world. In addition to its beaches and ocean, the City is closely identified with the large and dominant kelp forests of the region for good reason; i.e., these kelp forests are the habitat to hundreds of species of marine fishes and invertebrates, which have subsequently been the focus of millions of dollars of commercial and recreational fishing or harvesting activities. The coastal ocean off San Diego is exposed to many different types of anthropogenic (man-made) and natural impacts, including wastewater discharge via the Point Loma Ocean Outfall (PLOO) and South Bay Ocean Outfall (SBOO). Although, the City conducts a comprehensive ocean monitoring program in support of its wastewater treatment and disposal operations, this program has historically been driven by state and federal regulatory requirements designed to answer questions related to compliance with discharge permit conditions. Consequently, and in response to public concerns, the City worked with the Scripps Institution of Oceanography (SIO) in 2004 to convene a panel of scientific experts (SIO Panel) that evaluated the outfall monitoring program to insure that it also provided information on ocean ecology in general as well as emerging issues of concern. This review, the Point Loma Outfall Project (SIO, 2004), was a public process that solicited input from the general public, local environmental community, state and federal regulatory agencies, the City, and external scientific peer reviewers. Throughout the process the SIO Panel emphasized the necessity of evaluating and prioritizing the importance of all regional sources of pollutants and integrating them into a regional management program.

Examples of environmental risks to the coastal waters of San Diego recognized by the SIO Panel include watershed pollutants that originate from several main sources. These include agricultural wastes that may consist of pesticides, herbicides, fertilizer, and a great deal of animal wastes. Urban wastes that regularly find their way to the sea include similar pollutants as well as other chemical materials. Industrial wastes that have accumulated in the sediments or that are still released also include many toxic materials. The San Diego region includes several major and distinct watersheds, one of which is the notorious Tijuana River system that periodically dumps serious pollutants into local coastal waters. In addition to watershed runoff, treated sewage from the above two main ocean outfalls (PLOO and SBOO) and materials associated with toxic waste dumpsites are also sources of anthropogenic input to the region. For example, the EPA’s LA-5 dredged materials disposal site is located surprisingly close to

the present PLOO discharge area, and there is evidence that barges have disposed of their loads in much shallower waters soon after leaving San Diego Bay.

Many pollutants associated with above or other sources typically adhere to particles that eventually sink and move along the ocean bottom in the immediate nearshore waters where they may also move onto local beaches by storms or transported into and out of local bays with incoming tides. All sources of pollutants and their transport systems need to be better integrated into San Diego's monitoring programs so that their impacts can be differentiated from those that might be associated with wastewater discharge from the two ocean outfalls. The SIO Panel concluded that the existing ocean monitoring program for the Point Loma region did an excellent job of assessing the effect of parameters it was designed to evaluate, but that it could not fully evaluate other impacts or their sources. Areas of special concern included natural resources most used by the public such as the kelp forests and beaches. In accordance with the Panel's final report recommendations (see SIO, 2004), the City has worked collaboratively with SIO scientists and other agencies to develop an enhanced ocean monitoring program for Point Loma and the San Diego region in general, a significant component of which is the kelp ecosystem monitoring project currently funded by the City (i.e., *Evaluation of Anthropogenic Impacts on the San Diego Coastal Ecosystem, 2010-2014*). Consequently, we propose to continue to augment the City's enhanced ocean monitoring efforts by continuing this unique time-series study of the health and stability of the Point Loma and La Jolla kelp beds, as well as kelp forests off northern San Diego County. This work will contribute to the regional approach emphasized by the SIO Panel in their final report and contribute to integration of monitoring efforts along the entire San Diego coastline. It will also serve as critical link between the City's major monitoring efforts focused in offshore waters and potential changes and additional requirements for more nearshore habitats associated with the Marine Life Protection Act. Finally, the project will also aid the City in its efforts to address the San Diego Regional Water Quality Control Board's directive to develop a new "Framework for Monitoring and Assessment in the San Diego Region."

## **PURPOSE & SIGNIFICANCE**

The City requires professional research for additional scientific research and expertise that will clearly define the impacts of the treated wastewater discharge on the health and stability of the local kelp forest ecosystem off Point Loma, La Jolla, and in North County relative to other environmental parameters, both natural and anthropogenic. In addition, the SIO panel of experts highlighted other regional environmental concerns for the existing monitoring program and the evaluation of different environmental stresses that may impact the entire region from Imperial Beach and to the north county. Such work will help address a number of issues of significance to the City and the region.

- A. Protection of the coastal marine environment is the main objective of the City's Ocean Monitoring Program and is of great importance to the City and its citizens.
- B. The San Diego kelp forest ecosystem monitoring project represents an important and significant component necessary to meet these needs.

- C. The project represents a unique, ongoing, long-term program assessing the health of the kelp ecosystem and the quality of the region's coastal recreational waters.
- D. Continued City support of the project is critical to its continuation.
- E. The project provides important scientific documentation in support of the City's 301(h) waiver from secondary treatment for the Point Loma Wastewater Treatment Plant.
- F. The project addresses the special study component of the NPDES monitoring requirements for Point Loma.
- G. The project provides important information to address the SIO panel's recommendations regarding enhanced monitoring from a regional perspective.
- H. Continuation of the project as planned will help the City address important issues relevant to the Marine Life Protection Act.

## **SCOPE OF RESEARCH**

Our continuing research focuses on the definition of processes that control the health and stability of the giant kelp (*Macrocystis pyrifera*) forests of the San Diego region. These include the large forests offshore of Point Loma and La Jolla, as well as fragmented smaller forests offshore of northern San Diego County (North County). Monitoring of the North County forests began most recently (2006) of all the study sites, and were established to evaluate their condition because they are exposed to different types of anthropogenic stress than the Pt. Loma forest and are fundamentally different in character.

Both natural and human processes play important roles in structuring and maintaining the health and stability of coastal kelp forests. The main goal of our long-term studies is to evaluate when and where either of these processes predominate. Natural processes include nutrient supply, wave disturbances, turbidity from phytoplankton blooms and surface runoff, and biological interactions such as predation, herbivory and competition both within and among different species of algae (kelps). Human disturbances include commercial and recreational harvest whose effects can cascade throughout the entire kelp forest food web, even leading to the disappearance of giant kelp in some areas. Variable human land use practices can also affect kelp forests via increased sedimentation into coastal waters, polluted surface runoff, and turbidity which can inhibit kelp recruitment and growth. Human disturbances of kelp forests also include the introduction of untreated and treated wastewater into the marine environment.

### **A. Kelp habitats**

The Point Loma and La Jolla kelp forests are the largest kelp forests on the west coast, supported by broad subtidal shelves consisting of tilted and fractured sandstone and mudstone at depths conducive for the growth of giant kelp (3 to 28m). The complexity of this subtidal seascape supports some of the most important commercial fishing grounds for both red sea urchins (*Strongylocentrotus franciscanus*) and California spiny lobsters (*Panulirus*

*interruptus*). The outer edges of the kelp forests provide important recreational fishing grounds. This offshore edge habitat is supplied with dissolved nutrients essential for kelp growth via breaking internal waves at the outer edge of the shelves. These breaking waves transport cooler, nutrient laden water closer to the surface where giant kelp canopy can utilize it for growth and reproduction.

The North County kelp forests differ markedly from those of Point Loma and La Jolla. For example, North County kelp forests occupy small outcrops of hard ground whose largest horizontal extent varies from ~30 to 250m. By contrast the La Jolla kelp forest occupies an area about 8km long extending 2km offshore, and the Point Loma kelp forest is about 10km long and extends up to 1.5km offshore. The seabed off North County is dominated by soft sediment with rocky outcrops located along a shallower depth range (mainly 5 to 16m deep) than the Point Loma and La Jolla forests which extend from the shallow subtidal to offshore depths as great as 28m. The North County forests are also located near the outlets of coastal lagoons with the result that they are frequently bathed by buoyant stormwater plumes during the winter rainy season. The small and fragmented patch structure of the North County forests, their location nested within a larger sand-dominated region, their shallow depth distribution, and their location near coastal lagoons means that they are more exposed to disturbance than the La Jolla and Point Loma forests. Further disturbance to the North County forests include the recent effort to replenish beach sand which has resulted in high sediment loads to the North County kelp habitats.

The work proposed here includes both biological and physical oceanographic monitoring. The biological monitoring consists of quarterly monitoring of marine algal species along permanently established transect lines, semi-annual monitoring of sea urchin populations in the La Jolla and Point Loma kelp forest study sites, and annual monitoring of invertebrates at all of the sites. Physical oceanographic measurements include bottom temperatures at all of the study sites, a transect of temperature moorings located across the central portion of the Point Loma kelp forest, and ocean current measurements using bottom mounted ADCPs (Acoustic Doppler Current Profilers) at the outer edge of the central Point Loma kelp forest and the outer edge of the La Jolla kelp forest.

## **B. Algal and invertebrate monitoring sites**

The work proposed here includes the continuation of quarterly algal monitoring at 11 sites in the Point Loma kelp forest, six sites in the La Jolla kelp forest, and four sites in the kelp forests off North County (Del Mar to Cardiff). All sites, with the exception of Del Mar, have four permanent 25x4m parallel cross-shore transects where algae and invertebrates will continue to be monitored. There are two study sites off Del Mar due to the small size of the outcrops in that area. Each of these study sites has two permanent band transects. The result is that 400 square meters of ocean bottom are monitored for algae and invertebrates at 20 locations offshore of San Diego County.

The study sites in the Point Loma forest include three sites adjacent to the shipping channel of San Diego Bay at depths of 12, 15, and 18m, two southern sites located at 15 and 18m depths,

five sites in the central portion of the forest (8, 12, 15, 18, and 21m deep), and one site in the northern end of the forest at a depth of 18m. The southernmost sites are frequently exposed to waters emanating from San Diego Bay and are also areas that have been repeatedly overgrazed by sea urchins since observations of the kelp forest began in the 1950s.

Monitoring of the La Jolla kelp forest will continue at six sites, consisting of three sites in each of the northern and southern halves of the forest. Each set of sites are located at matched depths of 12, 15, and 18m. The southern sites are located in the middle of the relatively new South La Jolla State Marine Reserve (established Jan, 2012).

The study sites off North County include two sites offshore of Del Mar (each with two fixed transects at 15m), and sites offshore of Solana Beach (15m) and Cardiff (16m).

Algal monitoring data at all of the study sites will complement and ground-truth the photographic (aerial) data provided by SANDAG and other imagery sources. Absence of giant kelp (*Macrocystis pyrifera*) on the surface doesn't necessarily imply an unhealthy ecosystem. In the southern part of the Point Loma forest, for example, there are large healthy stands of understory kelps such as *Pterygophora* and *Laminaria* that have excluded recruitment of giant kelp. Aerial surveys alone could not differentiate this natural and healthy situation from areas of bare seafloor due to urchin grazing (i.e., urchin barrens) or excessive sedimentation. Algal monitoring consists of counting and mapping all species of surface canopy kelps (*Macrocystis pyrifera* and *Egregia menziesii*) and understory kelps (*Pterygophora californica*, *Eisenia arborea*, *Laminaria farlowii*, *Agarum fimbriatum*, and *Desmarestia ligulata*) and all understory kelps and seaweeds. Juvenile kelps, turf algae (including red and brown algal species), and articulated coralline algae will be counted or assessed to determine percent cover. Mapping is done on waterproof paper to facilitate tracing individuals onto permanent records. Records are kept for the recruitment, growth, and death of each plant. The summary of these records describes the variation in density and age distribution of the populations at each site. Such a level of understanding of the population dynamics, while labor intensive, offer a much more sensitive assessment of kelp forest health than snapshot methods such as aerial photographs or single assessments of standing crop. The results are and will be evaluated in the context of similar data extending back to 1983 for five sites in the Point Loma kelp forest, and as far back as 1971 for the central region of the Point Loma kelp forest.

### C. Population dynamics of sea urchins

Sea urchins, especially red and purple urchins (*Strongylocentrotus franciscanus* and *S. purpuratus*, respectively), are potentially important grazers on kelps in terms of the frequency and magnitude of impact. Consequently, these and other macroinvertebrates will continue to be censused annually along fixed transect lines (400m<sup>2</sup> per site) as part of the project. Additional semi-annual surveys will focus on increases in urchin activity levels via estimation of their population sizes. Data for this work are collected in 1m<sup>2</sup> quadrats. We also monitor recruitment rates of urchins with haphazard samples (minimum of 100 individuals per species) twice per year from rock piles at each site. These two different types of data allow us to evaluate the relative impacts of urchin migration vs. recruitment of new individuals on kelp stands. Urchin grazing pressure reflects food availability, and we assess the availability of food for urchins as

well as their reproductive index as indicators of nutritional status. Because urchin populations can be decimated by local disease outbreaks, we also monitor for any evidence of such events. The importance of understanding sea urchin dynamics has become obvious. For example, the lack of kelp in the southern end of the Point Loma forest in the early 1990s figured prominently in the 1991 waiver trial where the Judge expressed concerns about the role of sewage discharged from the original 60m outfall site. However, data from our research at the time documented that the sea urchin barren actually developed following the severe storms of 1988, and that this event was independent of the ocean outfall. We were also able to document a disease episode starting in 1991 that virtually eliminated sea urchin populations over a large area with a subsequent recovery of the kelp forest in 1994. These data were able to focus the kelp recovery on sea urchin dynamics rather than events such as the extension of the Point Loma outfall in late 1993, which supports the contention that urchins rather than wastewater effects were driving the kelp dynamics in the southern part of the kelp forest.

#### **D. Populations of selected predators**

We propose to deploy recently developed underwater time lapse camera systems to monitor fish abundance trends at a subset of the study sites. Populations of historically overexploited species such as California sheephead, bass, cabezon, morays, and other fishes will be monitored semi-annually in the vicinity of a subset of the kelp monitoring stations. This will be done within both the La Jolla and Point Loma kelp forests. The permanent kelp transect lines are located over flat pavement habitat, which is not an optimal habitat for many of these species. Therefore, we will establish observational fish monitoring sites in select areas with complex habitat (e.g. reefs), the preferred habitat for many fish species. We will estimate fish abundance trends using time lapse photography in which cameras equipped with lights will take photographs at 15 minute intervals for at least 3 to 4 days. The statistical power of detecting trends in fish populations will be much greater using this method than previous band transects conducted using SCUBA. This is because the sample sizes for transects are low and most fish are highly mobile, resulting in high variability that reduces our ability to detect population changes and trends.

#### **E. Physical oceanographic measurements**

The goal of these efforts is twofold: 1) to understand the regional variation within the Point Loma kelp forest of physical parameters that affect kelp biology, especially recruitment, and 2) to evaluate inter-annual and long-term temperature and current variability. Temperature, as a surrogate for nutrient availability or stress, is a critical variable for all stages of kelp life histories, but particularly for microscopic stages and total productivity. These studies were emphasized as being critical by the SIO Panel.

There is considerable spatial and temporal variation in benthic temperatures. In the central region of the Point Loma kelp forest, for example, temperature decreases with depth with each permanent site being significantly different from its neighbors. There is a strong seasonal cycle with coldest bottom temperatures during spring/early summer, followed by rising bottom temperatures with strong stratification in the later summer/fall, with a breakdown in the stratification in the water column after mixing by winter storms. Our monitoring data has demonstrated an excellent correlation of sea surface temperature in the kelp forest with that

recorded at the SIO pier, which offers more than 80 years of daily measurements. Inter-annual variability is seen in both surface and bottom temperatures, and in the presence and magnitude of spring upwelling. Surface temperature is the best predictor of kelp productivity as measured by kelp harvest of the forest as a whole. We have found, however, that bottom temperatures are better predictors of the degree to which plants die back below the surface, growth in stipe numbers, and survival itself. Thus, all such parameters will show strong depth related trends correlating to temperature. Quarterly kelp sampling across the center of the forest in combination with bottom and surface temperature data will continue to allow us to test these hypotheses, and to understand the ramifications of climate variability on the Point Loma kelp forest. This work is ongoing but will be expanded to interface with the City's present and future moored observation system that was also implemented in partial response to SIO Panel recommendations.

We have long known that internal tides and waves are other critical components of the physical processes structuring the kelp ecosystem. We demonstrated major differences in internal wave activity between the southern and northern regions of the kelp forests, which were probably very important to the observed kelp survival and recruitment differences at these sites. Strong El Niño events result in depression of isotherms such that the internal wave-induced thermocline motion is ineffective for kelps, while La Niña events are characterized by increased internal wave activity. We will continue our internal wave studies using strings of thermistors at four sites crossing the center of the forest for comparison with years of more normal oceanographic conditions. We will also continue to use the City's CTD data as the offshore boundary conditions to develop a predictive model for isotherm distribution in the forest. Our thermistor strings also complement those established by the City near the current and old Point Loma outfall discharge sites, which will result in a complete cross-shelf view of temperature structure. These data will yield estimates of background nutrient injection into the kelp forest by the internal wave field, while our inshore thermistor strings extend the measurement of the cross-shore temperature field in the Point Loma region to the 8m depth contour.

#### **F. What structures the outer edge of the forest?**

The outer edges of the kelp forests grow and recede naturally, although when they recede (or disappear completely as often at Imperial Beach and North County) many recreational users blame factors such as ocean outfalls. In fact, many potential explanations exist for such changes, and one cannot evaluate assertions without evaluating all the potential mechanisms. Some explanations include influx of sand over the substratum so that the young kelp plants cannot become established, competition with other species, the nature of the substratum itself, and differences in light levels, temperature, and nutrients, etc. We will continue to analyze the outer edge of the San Diego kelp forests by characterizing both biotic and physical variables. For example, we previously found significantly higher sedimentation and scour inside the forest relative to the outside study site. The latter site has rocky substrate suitable for kelps, so sedimentation and scour do not seem to be an explanation. One unexpected factor that may sometimes control the outer edge of the forest is grazing by the white sea urchin, *Lytechinus pictus*. Although this species is normally found in deeper water, it may be moving into inshore kelp habitats in response to warmer waters.

**G. What structures the southern part of the Point Loma kelp forest?**

The southern end of the Point Loma kelp forest is much more dynamic than the rest of the Point Loma or La Jolla kelp forests. Giant kelp in this area often appears stressed and disappears, after which it is replaced with understory kelps and/or sea urchin barrens. Often the water clarity is reduced and there is more sedimentation and flocculent material on the bottom. Although these patterns are well known, the public often incorrectly assumes that the kelp die-offs are the result of the outfall discharges. Consequently, there is a critical need for improved scientific understanding of the various processes that contribute to these patterns. We have several stations in that area and are monitoring the dynamics of the associated sea urchin populations. Additionally, tidal flushing of San Diego Bay usually wraps northward around the tip of Point Loma and bathes this area with water from the Bay. This bay water often has pollutants and these currents probably also transport polluted sediments that have worked their way north from the Tijuana River when it floods. Finally, we have also concluded that PCBs from bay sediments have likely been short-dumped on their way to the offshore dump site leaving toxic sediments in shallow water in the southern area of the Point Loma kelp forest (see Parnell et al., 2008). Consequently, it is important to continue the study of the sediment transport processes, and we recommend doing so as part of this project. Careful chemical analysis of the sediments will allow typing the localities of some of these pollutants, so we suggest collecting sediment samples at least twice a year. However, successful completion of this project component will depend on acquiring additional funding (or in-kind service support) for the chemical analyses.

**H. What baseline information and monitoring is in place with regard to the marine reserves proposed as part of the Marine Life Protection Act?**

Five marine protected areas have been recently established or expanded within the hard-bottom kelp habitats off San Diego as part of the implementation of the California Marine Life Protection Act (MLPA). Our permanent transect sites in South La Jolla are within a newly established, large, no-take marine reserve (South La Jolla State Marine Reserve). Kelp, fish, and invertebrate observations at these sites are valuable for the State's effort to evaluate the effectiveness of the reserves. The permanent transect sites off Solana Beach and Cardiff are also located inside a newly established reserve, the Swami's State Marine Conservation Area. Continuing our observations both within and outside these Marine Protected Areas will provide useful data for assessing the efficacy of adaptive management strategies.

**I. Study period**

Work for the proposed study will occur over a 5-year period beginning after the date of execution and continuing through June 30, 2019. Thus, the project represents continuation and enhancement of previous projects funded by the City from 2002-2006, 2006-2010, and 2010-2014.

**J. Reports and meetings**

Short (1-2 page) summary reports of project activities will be prepared monthly, although several reports may be submitted together as approved by the City project manager. These

monthly reports should include a list of any project-related activities attempted or completed each month.

Annual Progress Reports: Annual progress reports shall be produced within 90 days after completion of work for CY 2014 – CY 2017. Each report will include a concise narrative summary, figures or tables as needed, and address any significant findings for the year along with an overall assessment of the state of the kelp beds.

Final Project Report: A *draft* final project report shall be produced by March 15, 2019 and a *final* report due by May 1, 2019. This final report should be geared toward a general science/public type of audience as much as possible, but will document all phases of the research for CY 2014 – CY 2018, including data, analyses, findings, observations, and conclusions.

SIO project staff will be available to meet with City staff at any time during the project to discuss results and interpretations, while data for this project and other components of the University's kelp forest work will be made available as appropriate. The Universities shall, if requested, give summary presentations to appropriate groups. Informal meetings between the City and Universities shall be scheduled as either desires throughout the project.

### **References**

- Parnell, P.E., A.K. Groce, T.D. Stebbins, and P.K. Dayton. (2008). Discriminating sources of PCB contamination in fish on the coastal shelf off San Diego, California (USA). *Marine Pollution Bulletin*, 56(11): 1992-2002
- SIO. (2004). Point Loma Outfall Project, Final Report, September 2004. Submitted to City of San Diego Metropolitan Wastewater Department by Scripps Institution of Oceanography, University of California, La Jolla, CA.

**COMPENSATION AND FEE SCHEDULE**

## Compensation and Fee Schedule

UCSD 2014-2163R1

UNIVERSITY OF CALIFORNIA, SAN DIEGO DETAILED BUDGET REQUEST FOR THE PERIOD  
FROM 7/1/14 THROUGH 6/30/19

SALARIES & EMPLOYEE BENEFITS:			Total
			CITY OF SAN DIEGO - Kelp Program
Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	See detail by year	45.0	\$589,473
<b>Riser, Kristin</b> Staff Research Associate III	See detail by year	55.5	\$619,480
<b>Bulach, Breanna</b> Staff Research Associate I	See detail by year	55.5	\$348,608
<b>TBN</b> Undergraduate Researcher	See detail by year	15.0	\$32,601
*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.			
TOTAL SALARIES & EMPLOYEE BENEFITS			<u>\$1,590,162</u>
EQUIPMENT: (ITEMIZE) See detail by year Items above include tax and may be substituted with equivalent items			
TOTAL EQUIPMENT			<u>\$10,000</u>
PROJECT SPECIFIC SUPPLIES, MATERIALS, & OTHER: (ITEMIZE) See detail by year			
TOTAL SUPPLIES, MATERIALS & OTHER			<u>\$109,905</u>
TRAVEL: See detail by year			
TOTAL TRAVEL			<u>\$11,016</u>
TOTAL DIRECT COSTS			<u>\$1,721,083</u>
Including communications, mailing, faxing, copying, and telephones Rate: See detail by year *Base: See detail by year *Base is total direct cost less tuition remission and equipment.			
INDIRECT COST			<u>\$941,095</u>
TOTAL AMOUNT REQUESTED			<u>\$2,662,178</u>

SALARIES & EMPLOYEE BENEFITS:

CITY OF SAN DIEGO - Kelp Program

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	\$11,423	9.0	\$102,807
<b>Riser, Kristin</b> Staff Research Associate III	\$10,034	11.1	\$111,377
<b>Bulach, Breanna</b> Staff Research Associate I	\$5,647	11.1	\$62,682
<b>TBN</b> Undergraduate Researcher	\$2,088	3.0	\$6,264

\*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS \$283,130

EQUIPMENT: (ITEMIZE)

None	\$0
Items above include tax and may be substituted with equivalent items	
TOTAL EQUIPMENT	<u>\$0</u>

PROJECT SPECIFIC SUPPLIES, MATERIALS, & OTHER: (ITEMIZE)

Truck Insurance	\$400
Truck Maintenance	\$500
Boat slip fees	\$2,528
Boat oil & gas (150 trips @\$20/trip)	\$3,000
Boat & engine maintenance	\$1,000
Scuba gear maintenance, etc.	\$1,000
Drysuits	\$2,500
SIO Diving Fees (3 @ \$200)	\$600
Diving physical (1@\$300)	\$300
Diving insurance (3@\$25)	\$75
Stowaway temperature recorders (10 @\$150)	\$1,500
U/W camera supplies	\$3,500
ADCP Batteries	\$1,100
Field gear	\$1,200
Project specific supplies, materials, and other expenses: Including communications, mailing, faxing, copying, and telephones	\$3,624
TOTAL SUPPLIES, MATERIALS & OTHER	<u>\$22,827</u>

TRAVEL:

Field Research Trips (150 trips: Truck Gas)	\$2,160
TOTAL TRAVEL	<u>\$2,160</u>

TOTAL DIRECT COSTS \$308,117

INDIRECT COSTS

Rate:	55.0%	
*Base:	\$308,117	
*Base is total direct cost less tuition remission and equipment.		
INDIRECT COST		<u>\$169,464</u>

TOTAL AMOUNT REQUESTED \$477,581

SALARIES & EMPLOYEE BENEFITS:

CITY OF SAN DIEGO - Kelp Program

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	\$12,601	9.0	\$113,409
<b>Riser, Kristin</b> Staff Research Associate III	\$10,697	11.1	\$118,737
<b>Bulach, Breanna</b> Staff Research Associate I	\$6,020	11.1	\$66,822
<b>TBN</b> Undergraduate Researcher	\$2,130	3.0	\$6,390

\*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS \$305,358

EQUIPMENT: (ITEMIZE)

None	\$0
Items above include tax and may be substituted with equivalent items	
TOTAL EQUIPMENT	<u>\$0</u>

PROJECT SPECIFIC SUPPLIES, MATERIALS, & OTHER: (ITEMIZE)

Truck Insurance	\$400
Truck Maintenance	\$500
Boat slip fees	\$2,528
Boat oil & gas (150 trips @\$23/trip)	\$3,450
Boat & engine maintenance	\$1,000
Scuba gear maintenance, etc.	\$1,000
Drysuits	\$2,500
SIO Diving Fees (3 @ \$200)	\$600
Diving physical (1@\$300)	\$300
Diving insurance (3@\$25)	\$75
Stowaway temperature recorders (10 @\$150)	\$1,500
U/W camera supplies	\$1,500
ADCP Batteries	\$1,100
Field gear	\$1,200
Project specific supplies, materials, and other expenses: Including communications, mailing, faxing, copying, and telephones	\$3,624
TOTAL SUPPLIES, MATERIALS & OTHER	<u>\$21,277</u>

TRAVEL:

Field Research Trips (150 trips: Truck Gas)	\$2,184
TOTAL TRAVEL	<u>\$2,184</u>

TOTAL DIRECT COSTS \$328,819

INDIRECT COSTS

Rate:	55.0%
*Base:	\$328,819
*Base is total direct cost less tuition remission and equipment.	
INDIRECT COST	<u>\$180,850</u>

TOTAL AMOUNT REQUESTED \$509,669

DETAILED BUDGET REQUEST FOR THE PERIOD FROM 7/1/16 THROUGH 6/30/17

YR3

SALARIES &amp; EMPLOYEE BENEFITS:

CITY OF SAN DIEGO - Kelp Program

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	\$13,110	9.0	\$117,990
<b>Riser, Kristin</b> Staff Research Associate III	\$11,293	11.1	\$125,352
<b>Bulach, Breanna</b> Staff Research Associate I	\$6,355	11.1	\$70,541
<b>TBN</b> Undergraduate Researcher	\$2,173	3.00	\$6,519

\*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS	<u>\$320,402</u>
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## EQUIPMENT: (ITEMIZE)

Outboard Engine	\$10,000
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Items above include tax and may be substituted with equivalent items

TOTAL EQUIPMENT	<u>\$10,000</u>
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## PROJECT SPECIFIC SUPPLIES, MATERIALS, &amp; OTHER: (ITEMIZE)

Truck Insurance	\$400
Truck Maintenance	\$500
Boat Trailer	\$4,900
Boat slip fees	\$2,046
Boat oil & gas (150 trips @\$26.45/trip)	\$3,968
Scuba gear maintenance, etc.	\$1,000
Drysuit maintenance	\$500
SIO Diving Fees (3 @ \$200)	\$600
Diving physical (1@\$300)	\$300
Diving insurance (3@\$25)	\$75
Stowaway temperature recorders (10 @\$150)	\$1,500
U/W camera supplies	\$1,500
ADCP Batteries	\$1,100
Field gear	\$1,200
Project specific supplies, materials, and other expenses: Including communications, mailing, faxing, copying, and telephones	\$3,432

TOTAL SUPPLIES, MATERIALS & OTHER	<u>\$23,021</u>
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## TRAVEL:

Field Research Trips (150 trips: Truck Gas)	\$2,208
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TOTAL TRAVEL	<u>\$2,208</u>
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TOTAL DIRECT COSTS	<u>\$355,631</u>
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## INDIRECT COSTS

Rate :	55.0%
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*Base:	\$345,631
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\*Base is total direct cost less tuition remission and equipment.

INDIRECT COST	<u>\$190,097</u>
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TOTAL AMOUNT REQUESTED	<u>\$545,728</u>
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## SALARIES &amp; EMPLOYEE BENEFITS:

## CITY OF SAN DIEGO - Kelp Program

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	\$14,041	9.0	\$126,369
<b>Riser, Kristin</b> Staff Research Associate III	\$11,688	11.1	\$129,737
<b>Bulach, Breanna</b> Staff Research Associate I	\$6,577	11.1	\$73,005
<b>TBN</b> Undergraduate Researcher	\$2,216	3.00	\$6,648

\*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS \$335,759

## EQUIPMENT: (ITEMIZE)

None \$0

Items above include tax and may be substituted with equivalent items

TOTAL EQUIPMENT \$0

## PROJECT SPECIFIC SUPPLIES, MATERIALS, &amp; OTHER: (ITEMIZE)

Truck Insurance	\$400
Truck Maintenance	\$500
Boat slip fees	\$2,528
Boat oil & gas (150 trips @\$30.42/trip)	\$4,563
Boat & engine maintenance	\$1,000
Scuba gear maintenance, etc.	\$1,000
Drysuits	\$2,500
SIO Diving Fees (3 @ \$200)	\$600
Diving physical (1@\$300)	\$300
Diving insurance (3@\$25)	\$75
Stowaway temperature recorders (10 @\$150)	\$1,500
U/W camera supplies	\$1,500
ADCP Batteries	\$1,100
Field gear	\$1,200
Project specific supplies, materials, and other expenses: Including communications, mailing, faxing, copying, and telephones	\$3,624

TOTAL SUPPLIES, MATERIALS & OTHER \$22,390

## TRAVEL:

Field Research Trips (150 trips: Truck Gas) \$2,232

TOTAL TRAVEL \$2,232

TOTAL DIRECT COSTS \$360,381

## INDIRECT COSTS

Rate: 55.0%

\*Base: \$360,381

\*Base is total direct cost less tuition remission and equipment.

INDIRECT COST \$198,210

TOTAL AMOUNT REQUESTED \$558,591

DETAILED BUDGET REQUEST FOR THE PERIOD FROM 7/1/18 THROUGH 6/30/19

YR5

SALARIES &amp; EMPLOYEE BENEFITS:

CITY OF SAN DIEGO - Kelp Program

Name and Payroll Title	* Monthly Salary Recharge Rate	Actual F/T Equivalent Person-Months Dedicated to Project	Total Salaries and Emp. Benefits Requested
<b>Dayton, Paul K.</b> Research Biologist			
<b>Parnell, P. Edward</b> Associate Research Oceanographer	\$14,322	9.0	\$128,898
<b>Riser, Kristin</b> Staff Research Associate III	\$12,097	11.1	\$134,277
<b>Bulach, Breanna</b> Staff Research Associate I	\$6,807	11.1	\$75,558
<b>TBN</b> Undergraduate Researcher	\$2,260	3.0	\$6,780

\*Salary recharge rate is calculated for actual productive time only (except for non-faculty sick leave, which is charged as direct). The rates include components for employee benefits, provisions for applicable merit increases and range adjustments in accordance with University policy. Staff overtime or remote location allowance may be required in order to meet project objectives, and separate rates are used in those cases.

TOTAL SALARIES & EMPLOYEE BENEFITS	<u>\$345,513</u>
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## EQUIPMENT: (ITEMIZE)

None	\$0
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Items above include tax and may be substituted with equivalent items

TOTAL EQUIPMENT	<u>\$0</u>
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## PROJECT SPECIFIC SUPPLIES, MATERIALS, &amp; OTHER: (ITEMIZE)

Truck Insurance	\$400
Truck Maintenance	\$500
Boat slip fees	\$2,528
Boat oil & gas (150 trips @\$30.42/trip)	\$4,563
Boat & engine maintenance	\$1,000
Scuba gear maintenance, etc.	\$1,000
Drysuit maintenance	\$500
SIO Diving Fees (3 @ \$200)	\$600
Diving physical (1@\$300)	\$300
Diving insurance (3@\$25)	\$75
Stowaway temperature recorders (10 @\$150)	\$1,500
U/W camera supplies	\$1,500
ADCP Batteries	\$1,100
Field gear	\$1,200
Project specific supplies, materials, and other expenses: Including communications, mailing, faxing, copying, and telephones	\$3,624

TOTAL SUPPLIES, MATERIALS & OTHER	<u>\$20,390</u>
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## TRAVEL:

Field Research Trips (150 trips: Truck Gas)	\$2,232
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TOTAL TRAVEL	<u>\$2,232</u>
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TOTAL DIRECT COSTS	<u>\$368,135</u>
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## INDIRECT COSTS

Rate:	55.0%
*Base:	\$368,135
*Base is total direct cost less tuition remission and equipment.	

INDIRECT COST	<u>\$202,474</u>
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TOTAL AMOUNT REQUESTED	<u>\$570,609</u>
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## TIME SCHEDULE

Upon issuance of the Notice to Proceed for the “Evaluation of Anthropogenic Impacts on the San Diego Coastal Kelp Forest Ecosystem” project, progress reports will be prepared by the Consultant and submitted to the City Project Manager on a monthly or annual basis according to the following schedule.

- C. 1. Monthly Activity Reports.** Submit on a monthly basis a short (1-2 page) summary report listing the project activities for each month (Monthly Reports may be combined if approved by the City Project Manager). These activity reports will be due on or about the 15<sup>th</sup> of each successive month (e.g., the July 2014 report will be due ~August 15, 2014).
- C. 2. Annual Progress Reports.** Annual narrative progress reports shall be produced on a calendar year basis by the University and submitted to the City Project Manager within 90 days after completion of work for CY 2014 through CY 2017. Submittal dates for these four reports are:
  - a) CY 2014 Annual Report = April 1, 2015
  - b) CY 2015 Annual Report = April 1, 2016
  - c) CY 2016 Annual Report = April 1, 2017
  - d) CY 2017 Annual Report = April 1, 2018
- C. 3. Final 5-Year Project Report.** A final project report documenting all phases of research conducted for the 5-year period, to include data from the previous contract covering the period January 1, 2014 through December 31, 2018 including data, analyses, findings, observations, historical comparisons, and conclusions shall be produced by the Consultant and submitted to City Project Manager according to the following schedule.
  - a) CY 2014 – CY 2018 *Draft* Report = March 15, 2019
  - b) CY 2014 – CY 2018 Final Report = May 1, 2019
- C.4.** All contract work must be completed by June 30, 2019

**CITY'S EQUAL OPPORTUNITY CONTRACTING  
PROGRAM CONSULTANT REQUIREMENTS**

**RESERVED**

UNIVERSITY CERTIFICATION FOR A DRUG-FREE WORKPLACE

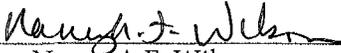
PROJECT TITLE: Evaluation of Anthropogenic Impacts on the San Diego  
Coastal Kelp Forest Ecosystem

I hereby certify that I am familiar with the requirement of the Drug-free Work Place Act of 1988, and that:

The Regents of the University of California, Scripps Institution of Oceanography, UC San Diego

Name under which business is conducted

has in place a drug-free workplace program that complies with said Act. I further certify that each subcontract agreement for this project contains language which indicates the SubUniversitys agreement to abide by the provisions of the Act.

Signed   
Printed Name Nancy A.F. Wilson  
Title Director, Office of Contract and Grant Admin., SIO  
Date June 24, 2014

# CITY OF SAN DIEGO

**EXHIBIT F**

## Consultant Performance Evaluation

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA																									
1a. Project (title, location):  1b. Brief Description:  1c. Budgeted Cost: \$ _____ WBS/IO: _____	2a. Name and address of Consultant:  2b. Consultant's Project Manager: Phone: (____) _____																										
3. CITY DEPARTMENT RESPONSIBLE																											
3a. Department (include Division):	3b. Project Manager (address & phone):  Phone: (____) _____																										
4. & 5. CONTRACT DATA (DESIGN AND CONSTRUCTION)																											
<b>4. Design</b>																											
4a. Agreement Date: _____ Resolution #: R- _____ \$ _____ 4b. Amendment(s): \$ _____ / # _____ (City) \$ _____ / # _____ (Consultant) 4c. Total Agreement (4a. & 4b.): \$ _____																											
4d. Type of Work (design, study, etc.):	4e. Key Contract Completion Dates: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">100 %</td> </tr> <tr> <td style="text-align: right;">Agreement</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: right;">Delivery</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: right;">Acceptance</td> <td style="text-align: center;">_____</td> </tr> </table>			_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____
_____ %	_____ %	_____ %	_____ %	_____ %	100 %																						
Agreement	_____	_____	_____	_____	_____																						
Delivery	_____	_____	_____	_____	_____																						
Acceptance	_____	_____	_____	_____	_____																						
<b>5. Construction</b>																											
5a. Contractor _____ Phone (____) _____ <i>(name and address)</i> 5b. Superintendent _____																											
5c. Notice to Proceed _____ (date)  5d. Working days _____ (number)  5e. Actual Working days _____ (number)	5f. Change Orders: Errors/Omissions _____ % of const. cost \$ _____ Unforeseen Conditions _____ % of const. cost \$ _____ Changed Scope _____ % of const. cost \$ _____ Changes Quantities _____ % of const. cost \$ _____ Total Construction Cost \$ _____																										
6. OVERALL RATING (Please ensure Section II is completed)																											
	Excellent	Satisfactory	Poor																								
6a. Plans/Specification Accuracy Consistency with Budget Responsiveness to City Staff	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																								
6b. Overall Rating _____																											
7. AUTHORIZING SIGNATURES																											
7a. Project Manager _____		Date _____																									
7b. Deputy Director _____		Date _____																									

(4/91)

**TURN OVER**

Section II		SPECIFIC RATING							
PLANS/SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO CITY STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
	Plan/Specification clear and precise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Timely Responses	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attitude toward Client and review bodies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plans/Specs properly formatted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follows direction and chain of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Code Requirements covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work product delivered on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adhered to City Standard Drawings/Specs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Timeliness in notifying City of major problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drawings reflect existing conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resolution of Field problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As-Built Drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Agreement negotiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Orders due to design deficiencies are minimized	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to fee schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adherence to project budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Value Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section III** **SUPPLEMENTAL INFORMATION**  
 (Please ensure to attach additional documentation as needed.)

Item \_\_\_\_\_ : \_\_\_\_\_

(\*Supporting documentation attached: Yes  No )

**EXHIBIT G**

**CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE**

**RESERVED**

**INSTRUCTION SHEET FOR**  
**DISCLOSURE DETERMINATION FOR CONSULTANT**  
**(Form CC-1671)**

Use the "Disclosure Determination for Consultant" form (CC-1671) to report the disclosure requirement for any consultant hired to provide services to the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction.

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency, either makes a governmental decision or serves in a staff capacity with the state or local government agency and in that capacity participates in making a governmental decision. For the complete definition of "consultant", refer to Government Code section 18701(a)(2). This section can be located at:

[http://www.fppc.ca.gov/index.html?ID=52&r\\_id=/legal/regs/18701.htm](http://www.fppc.ca.gov/index.html?ID=52&r_id=/legal/regs/18701.htm)

The "Disclosure Determination for Consultant" form is completed for all consultants under contract with the City of San Diego or the boards, commissions and agencies that fall under the City of San Diego's jurisdiction. Please follow the step-by-step directions:

1. List the department, board, commission or agency requesting the consultant service.
2. List the consulting company. If known, also list the individual(s) who will be providing the consultant services.
3. List the mailing address.
4. List the e-mail address of individual(s) providing the consultant service.
5. Provide the date the individual(s) will start providing the consultant service.
6. List all duties/responsibilities the consultant will have. This list will enable you to determine the disclosure requirement for the consultant.
7. Determine the consultant's disclosure category. Your consultant should be required to disclose only those economic interests which could potentially create a conflict of interest as he/she performs his/her contractual obligations. For ideas about possible disclosure categories, review those in your department's, board's, commission's or agency's conflict of interest code, available at:

[www.sandiego.gov/city-clerk/elections/eid/codes.shtml](http://www.sandiego.gov/city-clerk/elections/eid/codes.shtml)

Please fill out the entire "Disclosure Determination for Consultant" form, and have it signed by the appropriate authority. (Individuals with signing authority are described in your conflict of interest code as part of the disclosure requirement for Consultants.) Forward the original form to the City Clerk's Office, MS 2A.

DISCLOSURE DETERMINATION FOR CONSULTANT

\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.

- 1. Department / Board / Commission / Agency Name: City of San Diego – Public Utilities
2. Name of Specific Consultant & Company: Nancy Wilson - UCSD
3. Address, City, State, ZIP: University of California, San Diego, 9500 Gilman Drive, La Jolla, CA 92093-0210
4. Project Title (as shown on 1472, "Request for Council Action"): Evaluation of Anthropogenic Impacts on San Diego Coastal Kelp Forest Ecosystem (H146223)
5. Consultant Duties for Project: To conduct ecological assessment studies monitoring the status of the San Diego region's kelp forests over the next five fiscal years as part of the City's enhanced ocean monitoring program for the Pt. Loma Wastewater Treatment.
6. Disclosure Determination [select applicable disclosure requirement]:

[X] Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

[ ] Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

[ ] Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

[ ] Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

By: [Signature] Assistant Director
[Name/Title]\*

5/28/14
[Date]

## DEFINITION OF "CONSULTANT"

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

**EXHIBIT I**

**EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE**

**RESERVED**

REGARDING INFORMATION REQUESTED UNDER THE  
CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

The Regents of the University of California, Scripps Institution of Oceanography, UC San Diego

Name of Firm

Nancy A.F. Wilson

Signature of Authorized Representative

Nancy A.F. Wilson, Director, Office of Contract and Grant Admin., SIO, UCSD

Printed/Typed Name

June 24, 2014

Date

UNIVERSITY CERTIFICATION

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AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

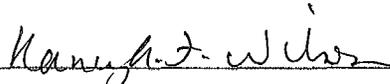
PROJECT TITLE: Evaluation of Anthropogenic Impacts on the San Diego Coastal Kelp Forest Ecosystem

I hereby certify that the University of California-San Diego is familiar with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), and that;

The Regents of the University of California, Scripps Institution of Oceanography, UC San Diego

(Name under which business is conducted)

has in place workplace program that complies with said policies. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the Acts as outlined.

Signed 

Printed Name Nancy A.F. Wilson

Title Director, Office of Contract and Grant Admin., SIO, UCSD