

Amendment No. 001
to O-MOU-78001

The attached Memorandum of Understanding (MOU), hereinafter designated as MOU O-MOU-078001 is hereby amended to include the Environmental Protection Agency (EPA) as an active federal member of Interagency Ecological Study Program for implementation of the monitoring requirements in the San Francisco Bay-Delta Estuary. Participating agencies are itemized as follows:

FederalState

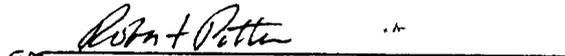
U.S. Army Corps of Engineers
U.S. Bureau of Reclamation
U.S. Environmental Protection Agency
U.S. Fish and Wildlife Service
U.S. Geological Survey

California Department of Fish and Game
California Department of Water Resources
California State Water Resources Control Board

Executed this Ninth (9) day of March, 1992.



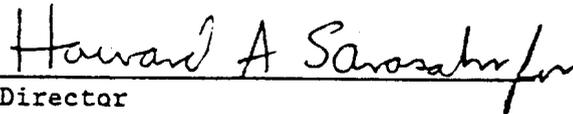
Regional Director
Mid-Pacific Region, USBR



Director
Department of Water Resources



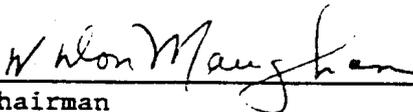
Regional Director
US Fish and Wildlife Service



Director
Department of Fish and Game



District Chief
US Geological Survey



Chairman
State Water Resources Control Board



District Engineer
San Francisco District, USCOE



Regional Administrator
US Environmental Protection Agency

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by the U.S. Bureau of Reclamation (Reclamation) and the following Federal and State agencies:

Federal

- U.S. Fish and Wildlife Service
- U.S. Geological Survey
- U.S. Army Corps of Engineers

State

- California Department of Water Resources
- California Department of Fish and Game
- California State Water Resources Control Board

BACKGROUND: A 1970 MOU creating the Interagency Ecological Study Program and its 1985 amendment are out of date. A new MOU is required to facilitate funds, equipment, and personnel transfers between cooperating agencies needed to meet the monitoring requirements of Federal and State projects in the San Francisco Bay-Delta Estuary.

OBJECTIVE: The objective of this MOU is to provide for the coordination, conduction, and transfer of funds, equipment, and personnel between agencies to carry out ecological monitoring and evaluations of the impacts of the Federal and State projects on the San Francisco Bay-Delta Estuary.

**STATEMENT
OF WORK:**

1. All studies and transfer of funds or personnel will be subject to approval by the Interagency Coordinators and Directors. Any Federal agency transferring resources under this agreement shall utilize the appropriate funding document, e.g., grant, cooperative agreement, contract, etc.
2. The agency transferring funds and personnel to another agency will provide a detailed statement of work including interim and final reporting deadlines, a list of deliverables, and maximum cost that can be incurred. These documents shall be incorporated into the aforementioned appropriate funding document.
3. All data collected by participating agencies pursuant to this agreement will be stored in an Interagency computerized data base.

**AVAILABILITY
OF FUNDS:**

Work to be performed under this MOU is subject to the availability of funds through the Federal and State Governments' normal budget process.

DURATION OF AGREEMENT:

It is anticipated that environmental monitoring will remain a permanent requirement of Federal and State projects. Consequently, this agreement will become effective when signed by cooperating agencies and will remain in effect until September 30, 2000, or until terminated. The agreement may be extended beyond September 30, 2000, by mutual consent of the parties.

CONTRACTUAL REQUIREMENTS:

Statement-of-work, products, agency obligations, delivery dates, funding, expense statements, billing procedures, and payment provisions will be arranged between the agency(s) transferring funds and the agency(s) conducting the work on a case-by-case basis.

RELEVANT LEGISLATION:

- National Environmental Policy Act (NEPA), 1969.
- California Environmental Quality Act (CEQA), 1970.
- Public Law 92-500 (Federal Water Pollution Control Act Amendments of 1972).
- State of California Appellate Court Decision - United States of America v. State Water Resources Control Board, (1986) (Racanelli Decision).
- Law enforcement on Reclamation projects in conjunction with local enforcement agencies, under Public Law 98-552, Water Enforcement (42 U.S.C. 1962, et. seq.)
- Fish hatcheries and wildlife enhancement facilities under Public Law 89-72, Federal Water Project Recreation Act (16 U.S.C. 460 1-5, 16 U.S.C. 460 1-12, et. seq.).
- Investigation of cultural resources, including wildlife mitigation under the Fish and Wildlife Coordination Act of 1934 as amended, including Public Law 93-291 which amends Public Law 86-523 (16 U.S.C. 469).
- Science research under Public Law 93-291 which amends Public Law 86-523 (16 U.S.C. 469).
- Science research under Public Law 85-934 (42 U.S.C. 1891-2).

TERMINATION:

The MOU or contractual agreements developed as part of the MOU may be terminated in whole, or in part, when any agency determines that continuation would not produce beneficial results commensurate with further expenditure of funds. The parties will agree upon the conditions of termination, including the effective date, and in the case of partial terminations, the portion to be terminated. The agency(s) will not incur new obligations for the terminated portion after the receipt of the termination notice, and will cancel as many outstanding obligations as possible after receipt of the termination notice. Each agency will allow full credit to the other agency(s) for its share of noncancellable obligations properly incurred by the other agency prior to receipt of the termination notice.

- WITHDRAWAL:** Any agency may withdraw from the MOU or contracts upon sixty (60) calendar days' advance written notice of such terminations. Written notices to be sent to: The Agency Coordinators. Any agency(s) contracting with the withdrawing agency will be reimbursed for its commitment extending beyond the effective date of termination to a date not later than the date upon which the contract would have expired if not terminated under this paragraph, which the agency(s) doing the work, in the exercise of due diligence, is unable to cancel. Payment of performance under the contract(s) will not exceed the obligation ceiling amounts identified in the contract(s).
- AMENDMENTS:** No changes may be made to this MOU or contracts unless agreed to in writing by all the parties. Changes dealing with wholly administrative matters (such as changes in paying office, changes of address) may be by written notice to all parties. No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the provisions of the MOU and contracts.
- RESOLUTION DISAGREEMENT:** If interpretation of one or more aspects of the MOU or contracts should become the source of unresolved disagreement between any of the parties to the MOU, those parties, by mutual arrangement, shall make equitable provision for, and abide by the determinations of, disinterested third party qualified to perform the resolution services necessary. Any resolution must be agreed to in writing by all the parties to this MOU.

Executed this 19TH day of OCTOBER, 1990.

Federal

Regional Director
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Fish and Wildlife Service

Regional Director
U.S. Fish and Wildlife Service
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Maurice L. Plumb

U.S. Geological Survey

District Chief
U.S. Geological Survey
District Office
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John L. Goin

U.S. Army Corps of Engineers

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U.S. Army Corps of Engineers
San Francisco District
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Larry J. Gensinger
dbc

State

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David Kennedy

Director
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Peter Batadelli

Chairman
State Water Resources Control Board
PO Box 100
Sacramento CA 95812-0100

W. Don Maughan

ATTACHMENT 2

**Figure 1
ORGANIZATION, INTERAGENCY ECOLOGICAL STUDY PROGRAM**

AGENCY DIRECTORS

David Kennedy Larry Hancock Don Maughn Stanley Phernambucq	Department of Water Resources U.S. Bureau of Reclamation State Water Resources Control Board U.S. Army Corps of Engineers	Pete Bontadelli Marvin Plenert John Klein	Department of Fish and Game U.S. Fish and Wildlife Service U.S. Geological Survey
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AGENCY COORDINATORS

Randy Brown Dave Beringer Ken Lentz	Harold Chadwick, Chair, Department of Fish and Game Department of Water Resources State Water Resources Control Board U.S. Bureau of Reclamation	Marty Kjelson Pete Anttila	U.S. Fish and Wildlife Service U.S. Geological Survey U.S. Army Corps of Engineers
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STUDY MANAGER

Perry Herrgesell, Department of Fish and Game

TECHNICAL COORDINATING COMMITTEES

Fisheries/Water Quality Program

Marty Kjelson, Chair	U.S. Fish and Wildlife Service
Jim Arthur	U.S. Bureau of Reclamation
Donald Stevens	Department of Fish and Game
Harlan Proctor	Department of Water Resources
Bellory Fong	Department of Water Resources
Jim Sutton	State Water Resources Control Board

Fish Facilities Study

Dan Odenweller, Chair	Department of Fish and Game
Barry Collins	Department of Fish and Game
Marty Kjelson	U.S. Fish and Wildlife Service
Roger Wolcott	National Marine Fisheries Service
Bellory Fong	Department of Water Resources
Lloyd Hess	U.S. Bureau of Reclamation

Hydrodynamics Committee

Larry Smith, Chair	U.S. Geological Survey
Pete Smith	U.S. Geological Survey
Chuck Armor	Department of Fish and Game
Marty Kjelson	U.S. Fish and Wildlife Service
Tom Wakeman	U.S. Army Corps of Engineers
Tom Tamblin	State Water Resources Control Board
Randy Brown	Department of Water Resources
Jim Arthur	U.S. Bureau of Reclamation

Delta Outflow/San Francisco Bay Study

Chuck Armor, Chair	Department of Fish and Game
Jim Arthur	U.S. Bureau of Reclamation
Marty Kjelson	U.S. Fish and Wildlife Service
Steve McAdams	Bay Conservation/Development Commission
Tom Wakemay	U.S. Army Corps of Engineers
Randy Brown	Department of Water Resources
Rick Oltman	U.S. Geological Survey
Leo Winternitz	State Water Resources Control Board

Data Management Committee

Sheryl Baughman, Chair	U.S. Bureau of Reclamation
Joel Johnston	U.S. Geological Survey
Pat Brandes	U.S. Fish and Wildlife Service
Ann Baker	Department of Fish and Game
Sheila Greene	Department of Water Resources
Jim Sutton	State Water Resources Control Board

Table 1
 PROGRAM FUNDING, FISCAL YEAR 1989-90
 (Thousands of Dollars)

	DFG	DWR	SWRCB	USFWS	USGS	USBR	USCE	Total
Fisheries/Water Quality	929	1982	125	88		1400		4524
Fish Facilities		567				126		693
Delta Outflow/San Francisco Bay		423				524		947
Hydrodynamic Investigations		313	200	298		15		826
Total Administration	177	60	15					252
Totals	1106	3345	340	88	298	2065	0	7242