



DATE: September 28, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **COST-SHARING AGREEMENT FOR TOTAL MAXIMUM DAILY LOAD COMPLIANCE ACTIVITIES IN THE SAN LUIS REY RIVER WATERSHED FY 2011-2012**

SYNOPSIS

Staff recommends that the City Council approve the Cost Sharing Agreement between the County of San Diego, the City of Oceanside, the City of Vista, and Caltrans in the amount of \$79,975 to carry out collaborative activities in the San Luis Rey River Watershed to support compliance with San Diego Regional Water Quality Control Board Resolution No. R9-2010-0001; and authorize the City Manager to execute the agreement.

BACKGROUND

The San Diego Regional Water Quality Control Board (SDRWQCB) Resolution No. R9-2010-0001 is an amendment to the Water Quality Control Plan for the San Diego Basin. The Resolution incorporates revised Total Maximum Daily Loads (TMDLs) for Indicator Bacteria for Project I-Twenty Beaches and Creeks in the San Diego Region. The State Office of Administrative Law approved the BEACHES AND CREEKS TMDL on April 4, 2011. The BEACHES AND CREEKS TMDL established allowable bacteria loads for twenty watersheds within the San Diego Region, including the San Luis Rey River Watershed. The responsible parties for the San Luis Rey River Watershed are the City of Oceanside, the City of Vista, the County of San Diego, Caltrans, owners/operators of small Municipal Separate Storm Sewer Systems, and controllable non-point sources (agriculture). These parties are collectively known as "Dischargers" and are required to meet a reduction in bacteria loading during dry and wet weather within 10 years, or by April 2021.

As the first step in TMDL implementation, the Dischargers are required to develop and submit a Comprehensive Load Reduction Plan (CLRP) for each watershed. The CLRP must be accepted by the Regional Board within 18 months after the effective date of the Board approval of the TMDL. The CLRP is expected to provide short-term and long-term implementation strategies and best management practice programs to reduce

bacteria loads to the SLR River and the Pacific Ocean shoreline adjacent to the River to ultimately meet the required load reductions named in the TMDL. These strategies and programs may be implemented collectively within the watershed or jurisdictionally, depending on the program and assessment during the CLRP development process.

The development of the SLR River Watershed CLRP is a collaborative process between all Dischargers listed in the Cost Share Agreement and the consultant hired by the County of San Diego.

ANALYSIS

The County of San Diego is the administrative lead for the development of the SLR River Watershed CLRP. The CLRP will be an implementation plan for best management practices for the TMDL mandate to reduce bacteria levels in the San Luis Rey River Watershed.

As such, the County of San Diego incurs the responsibility of overall project management, solicitation and administration of consultant contracts, and submittal of required work products on behalf of the Dischargers to the SDRWQCB.

The Dischargers have reached agreement on the funding formula shown in Exhibit 1 – Funding Formula. Shared costs for Fiscal Year 2011-2012 shall not exceed \$266,800, and shall be allocated among the Dischargers as shown below:

- County of San Diego - \$169,366
- City of Oceanside - \$79,975
- City of Vista - \$9,780
- Caltrans - \$7,679

FISCAL IMPACT

The Clean Water program fund (750762711.5305) has an available balance of \$394,717 for professional services. The City of Oceanside's cost-share portion of the agreement is \$79,975; therefore adequate funds are available for this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

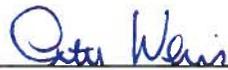
Staff recommends that the City Council approve the Cost Sharing Agreement between the County of San Diego, the City of Oceanside, the City of Vista, and Caltrans in the amount of \$79,975 to carry out collaborative activities in the San Luis Rey River Watershed to support compliance with San Diego Regional Water Quality Control Board Resolution No. R9-2010-0001; and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director

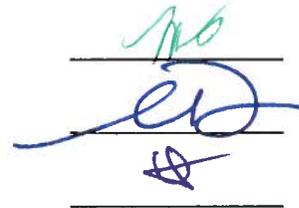


Exhibit 1 - TMDL CLRP Development Share Costs Budget (FY 2011-12) for SLR Watershed

Exhibit 2 – Scope of Services for San Luis Rey CLRP for FY 2011-12

Exhibit 1 - TMDL CLRP Development Share Costs Budget (FY 11-12)

San Luis Rey River Watershed

Copernittee	Population*		Land Area**		Equal Division	Total Invoiced
	2000 Population	% of Total	Land Area (Acres)	% of Total	10%	\$266,800
CALTRANS	0	0.00%	1,145	0.84%	\$6,670	Share of Total
OCEANSIDE	75,855	51.08%	13,591	9.97%	\$6,670	% of Total
S.D. COUNTY	69,453	46.77%	120,928	88.74%	\$6,670	\$7,679
VISTA	3,183	2.14%	609	0.45%	\$6,670	\$79,975
TOTALS	148,490	100.00%	136,273	100.00%	\$26,680	\$169,366
						\$9,780
						\$266,800
						100.0%

*2000 US Census data, population was considered homogeneous over an entire Census Tract.

**Urbanized land area for each municipality was calculated by adding acreage from 2006 SANDAG Land Use codes: 1000, 1100, 1200, 1300, 1401, 1402, 1404, 1409, 1501, 1502, 1503, 2001, 2101, 2103, 2104, 2201, 2301, 4101, 4103, 4104, 4111, 4112, 4113, 4114, 4115, 4116, 4117, 4118, 4119, 4120, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5009, 6001, 6002, 6003, 6101, 6102, 6103, 6104, 6105, 6108, 6109, 6501, 6502, 6509, 6801, 6802, 6803, 6804, 6805, 6806, 6807, 6809, 7201, 7202, 7203, 7204, 7205, 7206, 7207, 7208, 7210, 7601, 7604, 7605, 7606, 7607, 8000, 8001, 8002, 8003, 9100, 9101, 9500, 9501, 9502, 9503, 9504, 9505, 9506, 9507, (Clipped to the County Water Authority Line), then subtracting 0.84% to adjust for Caltrans footprint. Caltrans urbanized land area was calculated based on Caltrans' footprint throughout entire watershed.

Excluded SANDAG Land Use codes: 1403, 4102, 6700, 6701, 6702, 6703, 7209, 7603, 7609, 9200, 9201, 9202, 9300.

COST-SHARING AGREEMENT

TOTAL MAXIMUM DAILY LOAD (TMDL) COMPLIANCE ACTIVITIES IN THE SAN LUIS REY RIVER WATERSHED (FY 2011-2012)

This ^{among} Cost Sharing Agreement (AGREEMENT), entered into _____ by and ~~between~~ the County of San Diego, the City of Oceanside, the City of Vista, and Caltrans (hereinafter collectively called PARTIES and individually called PARTY) establishes the responsibilities of each PARTY with respect to carrying out collaborative activities in the San Luis Rey River Watershed to support compliance with San Diego Regional Water Quality Control Board (SDRWQCB) Resolution No. R9-2010-0001, *An Amendment to the Water Quality Control Plan for the San Diego Basin (9) to incorporate revised Total Maximum Daily Loads for Indicator Bacteria, Project I – Twenty Beaches and Creeks in the San Diego Region* (hereinafter call the BEACHES AND CREEKS TMDL).

WHEREAS, Section 303(d) of the federal Clean Water Act (CWA) requires States to assess the quality of their waters every two years and publish a list of those waters not meeting water quality standards (hereinafter called the 303(d) LIST); and

WHEREAS, States must prioritize the water bodies on the 303(d) LIST for development of TMDLs to improve water quality; and

WHEREAS, water bodies in the San Luis Rey River Hydrologic Unit (903.00) are included on the 303(d) LIST as impaired for indicator bacteria; and

WHEREAS, the SDRWQCB adopted the BEACHES AND CREEKS TMDL on February 10, 2010; and

WHEREAS, the State Water Resources Control Board (SWRCB) approved the BEACHES AND CREEKS TMDL on December 14, 2010; and

WHEREAS, the BEACHES AND CREEKS TMDL became effective upon approval by the California State Office of Administrative Law (OAL) on April 4, 2011; and

WHEREAS, the BEACHES AND CREEKS TMDL requires the PARTIES to submit a Load Reduction Plan (LRP) for the San Diego River Watershed that is acceptable to the SDRWQCB within 18 months after the effective date of the TMDL; *and*

WHEREAS, the Load Reduction Plan (LRP) must outline a proposed program of best management practices (BMPs) that will be capable of achieving the necessary load reductions required to attain the TMDLs in receiving waters; and

WHEREAS, the PARTIES have agreed to work together to fulfill the requirements of the BEACHES AND CREEKS TMDL, and intend to equitably share the cost of developing the LRP; and

WHEREAS, the PARTIES have reached agreement on the funding formula shown in EXHIBIT 1 – FUNDING FORMULA.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the performance of the covenants and conditions contained herein, the PARTIES hereto mutually agree as follows:

(1) PURPOSE: This AGREEMENT is entered into for the purpose of outlining the responsibilities of the PARTIES and funding collaborative activities during Fiscal Year 2011-2012 in the San Luis Rey River Watershed to develop a LRP that complies with the BEACHES AND CREEKS TMDL. Collaborative activities for Fiscal Year 2011-2012 are described in EXHIBIT 2 – SCOPE OF SERVICES.

(2) TERM: The term of this AGREEMENT shall commence on the date the last PARTY executes the AGREEMENT, and shall continue until June 30, 2012. If a PARTY terminates its participation in this AGREEMENT, the AGREEMENT remains in effect for all other PARTIES until such remaining PARTIES give notice of termination.

(3) PARTY RESPONSIBILITIES AND PARTICIPATION:

- A. RESPONSIBILITIES OF PARTY LEAD: The County of San Diego is hereby designated PARTY LEAD. As such, the County of San Diego incurs the responsibility of overall project management, solicitation and administration of consultant contracts, and submittal of required work products on behalf of the PARTIES.

- B. RESPONSIBILITIES OF ALL PARTIES: Each PARTY agrees to participate in collaborative efforts by assigning at least one person to serve as the PARTY representative to participate in meetings (at least 80% of all meetings), collaborate on developing strategies, participate in decision making, and review work product and submittals. Further, each PARTY agrees to supply the PARTY LEAD with data associated with its jurisdiction (e.g. water quality data, rainfall data, land use data) as needed, in a timely manner.

(4) PROGRAM BUDGET AND COSTS:

A. Shared costs for Fiscal Year 2011-2012 shall not exceed \$266,800 and shall be allocated among the PARTIES as shown below.

County of San Diego - \$169,366
City of Oceanside - \$79,975
City of Vista - \$9,780
Caltrans - \$7,679

(5) PAYMENTS: Within 30 calendar days of the effective date of this AGREEMENT, the PARTY LEAD shall send the PARTIES an invoice for their share of the budgeted costs for Fiscal Year 2011-12. Each PARTY shall pay within 60 calendar days of its respective receipt of the invoice. Funds collected and not expended at the end of the project shall be refunded in full to each PARTY, in proportions that are consistent with the allocation formula in this AGREEMENT.

(6) NON-COMPLIANCE WITH AGREEMENT REQUIREMENTS: Any participant to this AGREEMENT that fails to comply with the terms and conditions of this AGREEMENT shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with AGREEMENT conditions within specified or agreed upon timelines shall constitute non-compliance with the AGREEMENT.

(7) AMENDMENTS TO THE AGREEMENT: This AGREEMENT may be amended only by consent of all the PARTIES. Amendment shall be effective when authorized in writing and signed by the duly authorized representatives of the PARTIES.

(8) GOVERNING LAW: This AGREEMENT shall be governed and construed, in accordance with the laws of the State of California. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In addition, each PARTY agrees to comply with all federal, state and local laws and ordinances applicable to the work to be performed under the terms of this AGREEMENT.

(9) CONSENT AND BREACH NOT WAIVER: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTIES to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether expressed or implied, shall not

constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(10) DISPUTES: The PARTIES agree to mediate any dispute prior to filing suit or prosecuting suit against the other parties. At least one mediation session of one day duration with an agreed mediator shall be held prior to any party filing any suit or other action with regard to this Agreement; the cost shall be shared by the Parties equally. In the event suit is brought upon this AGREEMENT to enforce its terms, each PARTY shall be responsible for its own attorneys' fees and costs.

(11) INDEMNIFICATION: Each PARTY to this AGREEMENT (1) acknowledges its responsibility to comply with the BEACHES AND CREEKS TMDL, and (2) shall pay all fines, penalties, and costs which may arise out of such PARTY's non-compliance with the Permit.

The PARTIES acknowledge and agree that participation in this Agreement does not admit or create any liability or responsibility as a discharger for any draft or potential future TMDLs. The PARTIES reserve the right to comment on or disagree with the findings of any data or documents produced pursuant to this Agreement or by any third party.

(12) APPLICATION OF PRIOR AGREEMENTS: This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter; all prior oral and written agreements, representations, statements, negotiations, and undertakings are superseded hereby.

(13) TERMINATION: Any PARTY may terminate this AGREEMENT by giving written notice to the other parties no less than 30 days prior to the effective date of termination. Termination of this AGREEMENT does not release any PARTY for obligations of the BEACHES AND CREEKS TMDL, nor does it release the PARTY from its financial responsibilities as outlined in Section 4 of this AGREEMENT. Upon termination, the terminating PARTY shall pay its cost share in full for the then, current fiscal year, if not already paid in accordance with this AGREEMENT.

(14) AVAILABILITY OF FUNDS: The obligation of each PARTY is limited to the funds appropriated for this AGREEMENT as set forth in Paragraph 4 above. Entering into this AGREEMENT shall not be construed as obligating the PARTIES to future payment of money in excess of appropriations authorized by law.

(15) EXECUTION OF AGREEMENT: This AGREEMENT may be executed in counterpart, each of which shall be deemed an original and the signed counterparts shall constitute a single instrument.

(16) ENCUMBRANCE: By reason of constraints in California law and the California constitution, Caltrans encumbers \$7,679 as its portion of the shared cost and no further funding will be available to address the Caltrans obligations assumed under this Agreement unless this Section is amended by Caltrans to reflect a new enhanced funding limit. Caltrans funds are to be invoiced once work is complete as required by California Law. Caltrans funds are subject to legislative appropriation and availability of funds.

COST-SHARING AGREEMENT

**TOTAL MAXIMUM DAILY LOAD (TMDL) COMPLIANCE ACTIVITIES IN THE
SAN LUIS REY RIVER WATERSHED (FY 2011-2012)**

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the County of San Diego

Date: _____ Signature _____

Printed Name: Thomas J. Pastuszka
Title: Clerk of the Board of Supervisors

Approved as to Form
County Counsel

Date _____ Signature _____

Printed Name: James O'Day
Title: Senior Deputy County Counsel

COST-SHARING AGREEMENT

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SAN LUIS REY RIVER WATERSHED (FY 2011-2012)**

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

Date: _____

CalTrans, Responsible Party

COST-SHARING AGREEMENT

**TOTAL MAXIMUM DAILY LOAD (TMDL) COMPLIANCE ACTIVITIES IN THE
SAN LUIS REY RIVER WATERSHED (FY 2011-2012)**

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

Date: _____

City of Oceanside, Responsible Party

APPROVED AS TO FORM,
OCEANSIDE CITY ATTORNEY
Barbara L. Hamilton
BARBARA L. HAMILTON
Assistant City Attorney

COST-SHARING AGREEMENT

**TOTAL MAXIMUM DAILY LOAD (TMDL) COMPLIANCE ACTIVITIES IN THE
SAN LUIS REY RIVER WATERSHED (FY 2011-2012)**

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

Date _____ Signature _____

City of Vista, Responsible Party

**SCOPE OF SERVICES
FOR
SAN LUIS REY COMPREHENSIVE LOAD REDUCTION PLAN FOR FY 2011-12
CONTRACT NO. 534080
TASK ORDER NO. 6**

This task order, dated July 15, 2011, provides for the following tasks:

PURPOSE AND OBJECTIVE

The County of San Diego (County), faced with compliance with San Diego Regional Water Quality Control Board Resolution R9-2010-0001 (*A Resolution Amending the Water Quality Control Plan for the San Diego Basin (9) to Incorporate Revised Total Maximum Daily Loads for Indicator Bacteria, Project I – Twenty Beaches and Creeks in the San Diego Region (Including Tecolote Creek)*) has taken a leadership role in the development of TMDL implementation plans for the San Luis Rey HU (903.00). In support of this effort, the County developed a Strategic Planning Framework and will generate a Comprehensive Load Reduction Plan (CLRP) that addresses load reductions for multiple pollutants.

The objective of this effort is to complete TMDL Implementation Planning/CLRP efforts for the San Luis Rey HU during Fiscal Year 2011-12. The purpose of this effort is to prepare and process baseline data and to develop and present implementation strategies and metrics from which implementation activities can be developed.

SERVICES AND SUBMITTALS TO BE PROVIDED BY CONSULTANT:

Task 1. Sub-catchment & Site Prioritization Analysis

Geosyntec will perform a GIS-based watershed-scale prioritization of sub-catchments and BMP opportunity sites consistent with overall strategies outlined in the Structural BMP Prioritization and Analysis Tool (www.sbpat.net).

Approximate budget: \$25,000

Deliverable: Draft map(s) illustrating the results of Task 1 analysis.

Task 2. Development of Implementation Suites of Activities (1st Iteration – ultimate/full compliance condition)

This task summarizes the top priority projects (i.e., site & BMP type combinations) based on: sub-catchment & site prioritization, initial desktop/GIS level screening of structural BMP opportunities/constraints, general permitting considerations, and initial agency preferences (as communicated by representatives through the County to the Consultant team). The result of this task will be a list of top priority structural and non-

EXHIBIT 2 – SCOPE OF SERVICES

structural BMP projects (including descriptions of key site and drainage area data, as well as recommended BMP types) for inclusion in the CLRP, with general recommendations for next steps to further assess and develop these projects. Field screening or site-specific feasibility assessments will be limited to up to 10 BMP sites. This task will not include a comprehensive engineering feasibility assessment or conceptual design.

Approximate budget: \$35,000

Deliverable: Maps and list of activities and BMPs to be included as part of Task 5.

Task 3. Quantify Water Quality Benefits

Geosyntec will quantify and summarize load reductions attributable to structural and non-structural BMPs at a watershed and jurisdictional scale (not including quantitative uncertainty analysis), and suggest implications for TMDL compliance (qualitative). Pollutants of concern will be initially limited to indicators for bacteria, nutrients, and total suspended solids.

Approximate budget: \$25,000

Deliverable: Preliminary quantitative metrics to be included as part of Task 5.

Task 4. Develop Initial Cost Estimate

Geosyntec will estimate implementation costs (e.g., staffing, capital, O&M) on a watershed and jurisdictional scale by summing individual BMP cost estimates (based on BMP construction and O&M unit costs from available databases, plus retrofit factors).

Approximate budget: \$30,000

Deliverable: Preliminary cost opinions to be included as part of Task 5.

Task 5. Present/discuss 1st Iteration Plan

Geosyntec will present the first iteration plan at one meeting.

Approximate budget: \$3,000

Deliverable: Presentation of results (BMPs, benefits, costs) and draft data (tables, maps, etc.)

Task 6. Development of TMDL Compliance Monitoring Program

Using the Strategic Framework developed by the Regional Stormwater Copermittees, Geosyntec will develop a TMDL Monitoring Plan that coordinates with the existing

EXHIBIT 2 – SCOPE OF SERVICES

NPDES monitoring program and other ongoing and planned monitoring programs in the watershed. This will include monitoring locations, sampling frequency, analytes, sampling procedures, data quality considerations, and data analysis and reporting guidance.

Approximate budget: \$13,800

Deliverable: Compliance Monitoring Plan Technical Memorandum

Task 7. Agency Meeting

Geosyntec will attend one agency meeting.

Approximate budget: \$2,000

Deliverable: Meeting participation and summary notes.

Task 8. Development of Implementation Suites of Activities (2nd Iteration – ultimate/full compliance condition)

Geosyntec will revise the first iteration of implementation suite of activities based on feedback received from the agencies.

Approximate budget: \$18,000

Deliverable: Revision of Task Order 5, Task 2 deliverable.

Task 9. Quantify Water Quality Benefits (2nd Iteration)

Geosyntec will revise the previously quantified water quality benefits to include uncertainty parameters and reflect the second iteration of implementation suite of activities based on feedback from stakeholders and agencies.

Approximate budget: \$11,000

Deliverable: Revision of Task Order 5, Task 3 deliverable.

Task 10. Develop 2nd Cost Estimate (2nd Iteration)

Geosyntec will revise the previously estimated costs (planning level) to reflect the second iteration of implementation suite of activities based on feedback from stakeholders and agencies.

Approximate budget: \$10,000

Deliverable: Revision of Task Order 5, Task 3 deliverable; presentation of results; data (tables, maps, etc.)

EXHIBIT 2 – SCOPE OF SERVICES

Task 11. Establish Plan Phasing

Geosyntec will revise the previously developed plan phasing (of implementation activities to meet the TMDL compliance schedule) to reflect the second iteration of implementation suite of activities based on feedback from agencies.

Approximate budget: \$15,000

Deliverable: Summary table outlining BMP and plan implementation phasing for 20-year duration.

Task 12. Develop Draft Final Plan

The draft final plan will describe all tasks above, synthesize the results, and organize them into a report.

Approximate budget: \$27,000

Deliverable: Draft Final Plan Report (pdf format)

Task 13. Final Plan

Geosyntec will incorporate one round of comments received from stakeholders and agencies on the draft final plan to produce a final plan.

Approximate budget: \$17,000

Deliverable: Final Plan Report (pdf format plus one hard copy per agency)

Task 14. Monthly Team Meetings

Geosyntec assumes one team member will participate in up to nine monthly watershed meetings at the direction of the County's Project Manager and produce meeting summaries. This does not include the two meetings already referenced above (Tasks 5 and 7). Meetings may be in a conference call format.

Approximate budget: \$18,000

Deliverable: Meeting Summaries

Task 15. Project Management/Coordination

This task includes effort expended in project management including phone calls, emails, and brief summary reports, but does not include meetings.

Approximate budget: \$17,000

EXHIBIT 2 – SCOPE OF SERVICES

FY 2011-12 SCHEDULE

Task	Task Name	Estimated Deliverable Date
1	Sub-catchment & Site Prioritization Analysis	October 1, 2011
2	Development of Implementation Suites of Activities (1 st Iteration – ultimate/full compliance condition)	November 15, 2011
3	Quantify Water Quality Benefits	December 1, 2011
4	Develop Initial Cost Estimate	December 1, 2011
5	Present/Discuss 1 st Iteration Plan	December 10, 2011
6	Development of Compliance Monitoring Program	February 1, 2012
7	Agency Meeting	February 1, 2012
8	Development of Implementation Suites of Activities (2 nd Iteration – ultimate/full compliance condition)	March 1, 2012
9	Quantify Water Quality Benefits (2 nd Iteration)	March 1, 2012
10	Develop 2 nd Cost Estimate (2 nd Iteration)	March 15, 2012
11	Establish Plan Phasing	April 15, 2012
12	Develop Draft Final Plan	May 15, 2012
13	Final Plan	June 30, 2012

PAYMENT OF FEE FOR CONSULTANTS SERVICES:

The fee for Consultant services is as follows:

Task Order 6 Total: Time and Materials Not To Exceed \$266,800.00

APPROVALS:

Approved By:
Department of Public Works

Accepted By:
Geosyntec Consultants

Todd Snyder,
Watershed Protection Program

Ken Susilo
Project Manager

Date: _____

Date: _____