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MCAS EL TORO
SSIC # 5090.3

Ms. Mary E. Johnson
 District Secretary/Director of Administration
 Orange County Water District
 P.O. Box 8300
 Fountain Valley, CA 92728-8300

Dear Ms. Johnson:

As requested by your letter of November 10, 1988, enclosed is a fully executed copy of the revised Memorandum of Understanding between the Marine Corps and the Orange County Water District concerning the District's TCE investigation.

If further information is needed, please contact Ensign Michael Renor at (714) 726-2821.

Sincerely,

J. R. APPLGATE, LCDR, OTC, USNR
 Deputy Director, Facilities Mgmt. Dept.
 By direction of Commanding General

Encl:
 (1) Memorandum of Understanding

Blind copy to:

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(TCE) TECHNICAL MEMORANDUM OF
 UNDERSTANDING BETWEEN THE MARINE
 CORPS AND THE ORANGE COUNTY WATER
 DISTRICT

DUPLICATE ORIGINAL

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MEMORANDUM OF UNDERSTANDING

BETWEEN

MARINE CORPS AND ORANGE COUNTY WATER DISTRICT

M60050 -88337-29E

THIS MEMORANDUM OF UNDERSTANDING, made and entered into as of this ninth day of November, 1988, between the United States Marine Corps (hereinafter referred to as "USMC"), acting in behalf of the Department of the Navy, and the Orange County Water District (hereinafter referred to as "OCWD").

WHEREAS, USMC understands the importance of and is committed to the protection of the groundwater supply in Orange County; and

WHEREAS, the OCWD is tasked with the responsibility of managing and protecting groundwater supplies in the northwestern portion of Orange County; and

WHEREAS, the OCWD has detected the presence of Trichloroethylene, hereinafter referred to as "TCE," in the groundwater in the vicinity of Marine Corps Air Station El Toro (hereinafter referred to as "MCAS"); and

WHEREAS, several parcels of property adjacent to or in the vicinity of MCAS were used in conjunction with activities normally associated with the use of products containing TCE, including an automobile raceway, a bus/vehicle maintenance facility, a gasoline service station, a dry cleaner, a trailer park, and a motor camper sale and maintenance facility; and

WHEREAS, there is currently insufficient data to determine the extent of the TCE contamination; and

WHEREAS, USMC believes that there is currently insufficient data to determine whether MCAS and/or one or more of the other possible sources of the contamination is the actual source of contamination; and

WHEREAS, in order to positively determine the magnitude and potential sources of the contamination, a study, based upon an objective investigative approach, must be conducted; and

WHEREAS, USMC has begun to conduct an investigation of the nature of the groundwater within the perimeter of the installation; and

WHEREAS, the California Regional Water Quality Control Board, Santa Ana Region, has issued a cleanup and abatement order 87-97, instructing USMC to conduct an investigation of TCE in the vicinity of the air station, including the area outside of the perimeter of the installation; and

WHEREAS, the TCE contaminated water and soil removed from the monitoring or irrigation wells must be disposed of in accordance with federal, state, and local laws; and

WHEREAS, OCWD has the capability of conducting an investigation outside of the perimeter of the installation in a manner consistent with the investigation being conducted by USMC; and

WHEREAS, the issue of whether MCAS is a source of TCE contamination will be addressed by USMC and OCWD after all of the field investigations have been completed and the data interpreted; and

WHEREAS, the issue of the right to and extent of the reimbursement for costs incurred by the OCWD in analyzing its investigation is neither covered nor agreed to in this Memorandum of Understanding, but will be addressed in future negotiations;

NOW, THEREFORE, USMC and OCWD mutually state their understanding and intention to proceed as follows:

1. The OCWD shall:

A. Conduct its field investigation in accordance with Exhibit A, the Plan of Action titled, "Investigation of Trichloroethylene Contamination in the Vicinity of El Toro Marine Corps Air Station," dated November, 1987, and comments, Exhibit B, with the following exceptions:

1. The monitoring wells will be constructed at locations and depths which are mutually agreed to by the parties prior to construction;

2. The Irvine Company wells 68 and 83, hereinafter referred to as TIC 68 and TIC 83, will be rehabilitated;

3. The monitoring wells will be drilled to depths based solely on the requirements of Exhibit A. The depth of each of the wells shall be mutually agreed upon by the parties;

4. A multiple-port (MP) groundwater monitoring system shall be used. The MP system will be constructed inside a 4" diameter stainless steel casing;

5. No permanent tremie(s) will be left in the completed wells.

B. Upon request, provide USMC with the opportunity to collect or share water samples for independent testing from all test wells and any existing irrigation wells;

C. Upon request, provide USMC with all the data obtained from the drilling and groundwater testing of the monitoring wells including, but not limited to, the following: Geologic logs; geophysical logs; temperature logs; development/testing procedures; water quality information; and other pertinent hydrogeologic data;

D. Permit a representative of USMC or its agents or contractors, to conduct on-site inspections of the drilling and installation of monitoring wells, collecting, and the testing of groundwater samples;

E. As previously agreed on April 21, 1988, provide USMC all historical data on groundwater elevations maintained in OCWD records, including any and all records dated prior to 1977.

2. USMC shall:

A. Upon request, provide OCWD with the opportunity to do independent testing of water samples taken from each of the on-base monitoring wells and any existing irrigation wells;

B. Upon request, provide OCWD with all the data obtained from the drilling and groundwater testing of the monitoring wells including, but not limited to the following: Geologic logs, geophysical logs, temperature logs, development/testing procedures, water quality information, and other pertinent hydrogeologic data.

3. It is mutually agreed that:

A. The purpose of the field investigation is to determine the extent and possible source(s) of TCE contamination in the aquifer in the vicinity of wells known to be contaminated;

B. Once the test wells are no longer needed in connection with the investigation and cleanup of the TCE, the matter of future use or abandonment shall be discussed and mutually agreed to;

C. The OCWD and USMC will employ due diligence in carrying out the terms of this Memorandum of Understanding;

D. Either party may terminate this Memorandum of Understanding without cause upon 30 days written notice of the other party;

E. Any news media release concerning any aspect of the investigation for TCE contamination in the aquifer will have the prior approval of both parties and any public hearing will be planned and conducted as a joint venture;

F. The parties will meet on a quarterly basis to exchange data and discuss results.

2 December 1988
Date

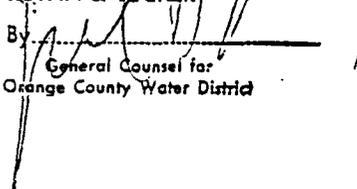


D. V. SHUTER
Brigadier General, U.S. Marine Corps
Commanding General
Marine Corps Air Station El Toro

November 10, 1988
Date



WILLIAM R. MILLS
General Manager
Orange County Water District

APPROVED AS TO FORM
RUTAN & TUCKER
By: 
General Counsel for
Orange County Water District