

**MEMORANDUM OF AGREEMENT
BETWEEN
THE San Francisco BAY RESTORATION AUTHORITY
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS,
SAN FRANCISCO DISTRICT**

This Memorandum of Agreement ("MOA") is entered into between the San Francisco Bay Restoration Authority (hereinafter "Authority") and the United States Army Corps of Engineers, San Francisco District (hereinafter "Corps"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers has regulatory jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act of 1972 ("CWA"), as amended, and navigable waters of the United States pursuant to section 10 of the Rivers and Harbors Act of 1899 ("RHA"), as amended; and

WHEREAS, section 214 of the Federal Water Resources Development Act ("WRDA") of 2000, 33 U.S.C § 2352, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit application of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out section 214 of the WRDA 2000, as amended, to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated April 18, 2018, has authorized the Corps to accept and expend funds contributed by non-Federal public entities subject to certain limitations; and

WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation of permit applications for projects that the Authority has designated as eligible for Authority grants ("Priority Projects"); and

WHEREAS, the Corps issued an initial public notice dated September 14, 2018, regarding its intent to accept and expend funds contributed by the Authority; and

WHEREAS, the Corps has determined that expenditures of funds received from the Authority is appropriate; and

WHEREAS, it is understood and acknowledged by all parties that the Corps' review of Authority's Priority Project list permit applications will be completely impartial and in accordance with all Federal laws and regulations; and

WHEREAS, this Agreement establishes the responsibilities and operating procedures of the Parties with respect to expedited reviews and other activities covered in this Agreement; and

WHEREAS, this Agreement is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early planning and development stages; (3) provide sufficient information to the Corps for timely analysis of project effects and to assist the Priority Project permit applicants in developing appropriate mitigation measures; (4) maximize the effective use of limited Corps' staff resources by focusing attention on projects that would benefit aquatic resources; (5) provide a mechanism for expediting project coordination when necessary and feasible; and (6) provide procedures for resolving disputes in this resource partnering effort.

WHEREAS, the Authority is a non-Federal entity and has determined that it is in its best interest to provide funds to the Corps pursuant to this MOA to streamline and expedite Corps' review of Priority Projects as more fully described in the MOA; and

WHEREAS, the term of this Agreement is based upon the amount of funding available to the Authority. The parties anticipate that if additional funding is made available to the Authority, the Agreement will be amended to extend the term; and

NOW, THEREFORE, the parties hereby agree as follows:

Article I - PURPOSE AND AUTHORITIES

- A. Pursuant to section 214 of WRDA 2000, as amended, this MOA is entered into by the Parties for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the Corps' acceptance and expenditure of funds contributed by the Authority to provide expedited and coordinated permit application evaluation-related services for the Authority's list of Priority Projects requiring Corps' approval pursuant to section 404 of the CWA and section 10 of the RHA. This MOA is not intended as the exclusive means of obtaining review of Priority Projects, it is a vehicle by which Priority Projects will obtain expedited and coordinated permit evaluation related services outside of the ordinary Corps standard review process. Priority Projects are defined as the list of projects identified in accordance with Article IV.A.1.
- B. The Authority enters into this MOA pursuant to its authority to generate and allocate resources for the protection and enhancement of tidal wetlands and other wildlife habitat in and surrounding the San Francisco Bay as set forth in Government Code Sections 66700-66706.

Article II - SCOPE OF WORK

- A. The Authority will provide funds to the Corps to provide permit application evaluation-related services as more particularly described in Appendix A. The Corps' regulatory program is funded as a congressionally appropriated line item in the annual Federal Budget. Funds received from the Authority will be added to the Corps' regulatory budget in accordance with the provisions of section 214 of WRDA 2000, as amended.
- B. The Corps will provide staffing resources dedicated to the permit evaluation-related services as described in Article II.C below.
- C. The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with permit application evaluation-related services and review of permit applications for Priority Projects. The Corps will assign one member of regulatory personnel ("Project Manager" or other Authority-funded staff) to work full-time on applications for Priority Projects, and additional Corps personnel to work part-time on the coordination described in this agreement. The Corps assigned staff members will charge time and expenses against the account when they perform permit evaluation-related services for the Authority. The Corps will focus on the work as prioritized by the Authority.
- D. Funds contributed by the Authority hereunder will be expended by the Corps to defray the costs of regulatory staff (including salary, associated benefits, and overhead and travel expenses) to expedite and coordinate the evaluation of Priority Project permit applications. Staff activities will include, but not be limited to, the following: jurisdictional determinations; project site visits; travel; federal register preparation; public notice preparation and distribution; attendance at public hearings; preparation of correspondence; public interest review; preparation and review of environmental documentation; timeline tracking; and meetings with the Authority and resource agencies.
- E. The Corps will not expend Authority funds for costs associated with the review of the project manager's work by supervisors or other persons of the Corps in the decision-making chain of command. However, if a supervisor is performing staff work and not supervisory oversight, funds may be used.
- F. The Corps will not expend funds contributed by the Authority to defray the costs of activities related to the Corps' enforcement functions, but *may* use Authority funds to defray costs of activities related to assisting Priority Project permit applicants with permit compliance.
- G. In accordance with the Chief of Engineers' memorandum, dated April 18, 2018, funds may not be used to continue activities under this agreement should a lapse of federal appropriations result in shutdown or furlough for the Corps.

- H. If the funds provided by the Authority are expended in accordance with this agreement and not replenished, any remaining Priority Project permit applications will be handled like those of any permit applicant.

Article III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Parties, each party will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on specific actions or issues. Each party will issue a letter to the other designating the Principal Representative for each party within fifteen (15) days of MOA execution. The Principal Representative for each party may be changed upon written notification to the other party.

Article IV - RESPONSIBILITIES OF THE PARTIES

- A. The Authority will provide adequate resources to fund Corps staff for the purpose of permit application-related services set forth below, including timely review of Priority Projects and other identified activities as set forth in the Scope of Work (Appendix A). To facilitate the Corps' reviews and activities, the Authority will:
 - 1. Provide the Corps with the Priority Projects list. The Priority Projects list will be provided at an initial meeting between the Parties. The Parties will review the list and revise it on an as-needed basis. Changes to the list will be submitted by the Authority to the Corps in writing and will be effective upon receipt thereof.
 - 2. Provide the Corps with the list of other resource and regulatory agencies that are participating in the coordinated review of Priority Projects, which agencies are referred to as the Bay Restoration Regulatory Integration Team ("BRRIT").
 - 3. Encourage Priority Project permit applicants to actively engage Corps personnel in early coordination, consultation, scoping, planning, and development of Priority Projects through various means including, but not limited to, meetings, field visits, conference calls, video teleconferencing, and electronic correspondence.
 - 4. Encourage Priority Project permit applicants to provide adequate information regarding projects and other specific activities to initiate permit application evaluation. Information required for the Corps to deem a permit application complete thereby allowing initiation of the permit review process can be found in Corps regulations at 33 C.F.R. §§ 325.1 (d), § 325.3(a), General Condition 31 of the Nationwide Permit Program as published in the Federal Register (82 Fed. Reg. 1,860, dated January 6, 2017), and the Corps' Final Nationwide

Permit Regional Conditions for Sacramento, San Francisco, and Los Angeles Districts (effective March 18, 2017). Upon request, Authority shall encourage Priority Project permit applicants to provide additional information necessary to complete the application and/or pre-construction notification. If additional information, pursuant to 33 C.F.R. § 325.1(e) is requested by the Corps, Authority shall encourage Priority Project permit applicants to provide such additional information necessary to ensure the Corps can effectively accomplish the required review.

5. In consultation with the Corps, establish realistic schedules for the Corps' involvement in Priority Projects. Work closely with the Corps to resolve workload conflicts and adjust priorities and schedules in order to make optimal use of available Regulatory Program staff resources. If overlaps or conflicts occur in the schedules for Priority Projects, the Authority will work with the Corps to resolve such overlaps or schedule conflicts.
 6. Request meetings in writing to the Corps by mail or email. Meeting requests must provide sufficient lead-time for scheduling. Such requests must include an agenda that clearly characterizes the purpose of the meeting and what is expected from the Corps' participation. Written materials attached to the request must contain sufficient information to enable the Corps staff to prepare for and actively participate in the meeting.
 7. Inform all applicants for Priority Projects that Department of the Army Engineering Form ENG-4346 (or a letter containing the same information) must be used for permit applications.
 8. Inform all applicants for Priority Projects that lack of active engagement in the expedited permit process and/or failure to provide adequate information requested by the Corps may result in the project's removal from the Authority's Priority Projects List.
- B. The Corps shall supplement or reassign its existing Regulatory Program personnel within projected funding levels provided by the Authority. The Corps shall use the funds provided to defray the costs of salaries and associated benefits and to reimburse travel expenses. Additionally:
1. The Corps shall provide quarterly status updates on permit applications for Priority Projects and promptly notify the applicants for Priority Projects on additional information requests arising from consultations with resources agencies requiring Authority response in order to timely process the project permits. The Corps shall strive to meet the performance metrics provided in Appendix B.
 2. The Corps shall provide the Authority an annual report documenting work conducted under this MOA.

3. At the conclusion of the services under this MOA, the Corps shall provide a final statement of expenditures for the MOA including a summary report of progress made under this MOA to the Authority. This summary report will be submitted no later than sixty (60) days after the Parties terminate the MOA. The summary report will also identify any recommendations for improving consultation and coordination among the Parties. To avoid duplicative reporting, the Corps may use the final statement of expenditures and summary report to meet its quarterly progress reporting requirement for the final quarter of the period covered by this MOA.
4. The Corps shall meet with staff and management representatives from the Authority on a quarterly or other mutually agreed upon schedule to review commitments, to collaborate on issues, to remedy outstanding concerns, to consider revisions to the provisions of this MOA, and to monitor activities under this MOA.

Article V – TERM OF AGREEMENT

- A. This MOA is effective when signed by both the Authority and the Corps. The Corps shall not receive payment for work performed prior to the effective date of the MOA and before the start date identified in the Authority's notice to proceed. Work performed pursuant to this MOA shall terminate on March 31, 2022; and this MOA shall expire on June 30, 2022. The Parties may amend this Agreement as permitted by law pursuant to Article XII.
- B. The Authority shall send a notice to proceed to the Corps, which notice shall include a start date for the Corps obligations under this MOA and will include the Priority Projects list for the first six-month funding period.

Article VI – FUNDING

Within thirty (30) days of receipt of an invoice from the Corps, the Authority shall pay the anticipated FY costs expected to be incurred each year following MOA execution date in one lump sum each year, at the level specified in the Corps' budget estimate, which is included as Appendix C to this MOA and incorporated herein by reference. The total not to exceed budget for three years of work is one million, six thousand one hundred and two dollars (\$1,006,102.00). If the term of this agreement is extended, the total not to exceed budget for five years of work is one million, seven hundred fifty thousand, five hundred sixty one dollars (\$1,750,561.00) Work is expected to be performed from approximately, March 31, 2019 through March 31, 2022; or if this agreement is extended, work will be performed through March 31, 2024.

- A. The Corps shall submit an invoice for full advance payment of the total annual amount. The invoice shall be provided on Corps letterhead, and include (1) the

Corps' name and address, (2) Corps' remittance address, if different, (or electronic transfer information) and (3) total amount.

Invoices shall be submitted by the Corps to:

San Francisco Bay Restoration Authority
1515 Clay Street, Suite 1000
Oakland, California 94612-1401
Attention: Amy Hutzel

- B. Revisions agreed to by the Parties will be incorporated into a revised budget estimate to reflect costs for subsequent years that this MOA remains in effect without necessitating a formal revision or amendment to the MOA. The Corps will carry-over any unobligated funds from year to year, which will be credited to the Authority or will refund such unobligated funds if this MOA is terminated or expires in accordance with Articles XII and XIII.
- C. If the Corps' actual costs for providing the agreed upon level of service will exceed the amount of funds available, it will promptly notify the Authority of the amount of funds needed to defray the costs. The Authority will either initiate an increase to the funding amount, or agree to a reduced level of service.
- D. The Corps will provide a quarterly expenditure summary to the Authority.
- E. The Corps will expedite the evaluation of permit applications as specified in this MOA only after funds have been transferred to the Corps. Payments by the Authority are to be made to "F&A Officer" and mailed to:

U. S. Army Corps of Engineers
San Francisco District
450 Golden Gate, 4th Floor
San Francisco, CA 94102-9523
Attention: Theresa Story, Finance & Accounting Officer

Article VII - APPLICABLE LAWS

The applicable statutes, regulations, policies, directives, and procedures of the United States will govern this MOA and all documents and actions pursuant to it. Both parties shall comply with all relevant law. Expediting of permit applications undertaken by the Corps will be governed by all applicable Corps laws, regulations, policies, and procedures.

Article VIII - DISPUTE RESOLUTION

In the event of a dispute, the Parties agree to use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

Article IX - PUBLIC INFORMATION

Justification and explanation of the Authority's programs or projects before other agencies, departments, and offices will not be the responsibility of the Corps. The Corps may provide, upon request from the Authority, any assistance necessary to support justification or explanations of activities conducted under this MOA. In general, the Corps is responsible only for public information regarding Corps regulatory activities. The Authority will give the Corps advance notice before making formal, official statements regarding Corps activities funded under this MOA.

Article X - CONFIDENTIAL INFORMATION

Except as required under the Freedom of Information Act (FOIA), 5 U.S.C. § 552 as amended by Pub. Law No. 104-231:

- A. Should the Corps receive a FOIA request regarding information designated as confidential by the Authority, the Corps shall notify the Authority's Principal Representative of such request and forward a copy of the request to the Authority's Principal Representative.

Article XI – MISCELLANEOUS

A. Other Relationships or Obligations

1. This MOA will not affect any pre-existing or independent relationships or obligations between the Parties.
2. The Corps' participation in this MOA does not imply endorsement of the Authority's projects nor does it diminish, modify, or otherwise affect Corps statutory or regulatory authorities.
3. This MOA, including any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in subparagraph A1 above, constitutes the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

B. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

C. Advance Payment for Federal Agreements

As required by OMB Circular A-97, Authority certifies that the services being requested pursuant to this agreement cannot be procured reasonably and expeditiously through ordinary business channels.

Article XII - AMENDMENT, MODIFICATION, AND TERMINATION

- A. This MOA may be modified or amended only by written mutual agreement of the Parties. Either party reserves the right to terminate this MOA without cause upon thirty (30) days written notice to the other party, or sooner by mutual written agreement, or immediately in the event of a material breach. In the event of termination, the Authority will continue to be responsible for all costs incurred by the Corps in performing expedited environmental permit review services up to the time of notice.
- B. Within ninety days (90) days of termination, or expiration of the MOA, the Corps shall conduct an accounting to determine the actual costs of the work. Within sixty (60) days of completion of this accounting, the Corps shall return to the Authority any funds advanced in excess of the actual costs, subject to compliance with the Anti-Deficiency Act, 31 U.S.C. §1341 et seq.. Funds may be provided to the Authority either by check or by electronic funds transfer.

Article XIII – EFFECTIVE DATE AND DURATION

This MOA will become effective on the date of signature by the last Party. This MOA shall remain in force until whichever of these events occurs first: 1) June 30, 2022, or 2) the MOA is terminated pursuant to Article XII.

Article XIV – NOTICES

All notices required under this Agreement shall be effective only if in writing and sent by mail or email to the following contacts for each party:

Authority: Executive Officer
San Francisco Bay Restoration Authority
1515 Clay Street, Suite 1000
Oakland, California 94612-1401

Corps: District Engineer
San Francisco District of the U. S. Army Corps of Engineers
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-9523

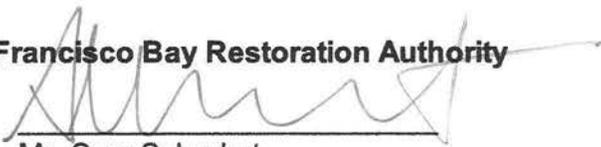
With copy to: Regulatory Division Chief
San Francisco District of the U. S. Army Corps of Engineers
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-9523

Article XV – EXECUTION IN COUNTERPARTS

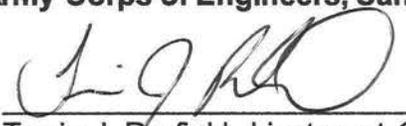
The parties agree that this Agreement may be executed in Counterparts each of which shall be deemed an original but of which together constitute one and the same executed instrument.

[Signature on following page]

IN WITNESS WHEREOF, this Agreement is executed by the San Francisco Bay Restoration Authority acting by and through its authorized officers, and by the U.S. Army Corps of Engineers' San Francisco District, through its authorized officers.

San Francisco Bay Restoration Authority
By: 
Mr. Sam Schuchat
Executive Officer

3/5/19
Date

U.S. Army Corps of Engineers, San Francisco District
By: 
Travis J. Rayfield, Lieutenant Colonel
San Francisco District Commander
U.S. Army Corps of Engineers

March 5, 2019
Date

**APPENDIX A
SCOPE OF WORK**

WORK TASK 1: AGENCY PARTICIPATION

Schedule	The Corps will consult with the Authority in order to prepare a schedule for Priority Project deliverables.
Meetings, conference calls, field reviews	The Corps will participate actively in permit evaluation-related services by attending meetings and field reviews, when requested, and identifying critical issues, key decision points, and potential conflicts as early as possible. Participation includes sharing, when appropriate, the most current regulatory and aquatic resources information.
Responses to requests for information	The Corps will provide timely responses to requests from the Priority Project permit applicants and BRRIT members for information either verbally, via email, or by letter as necessary.
Coordination	The Corps will coordinate with BRRIT members and other federal, state, and local agencies to facilitate early coordination of Priority Projects.
Projected Workload	The Corps will consult with the Authority regarding an adjustment of priorities if the current and/or projected workload for Priority Projects exceeds the Corps' ability to provide the services specified herein or negotiate additional funding in accordance with paragraph VI.C. of the MOA.

WORK TASK 2: PERMIT APPLICATION REVIEWS AND COORDINATION

Jurisdictional Determinations	When requested by Priority Project permit applicants, the BRRIT, or as determined necessary by the Corps, the Corps will conduct site visits and/or review of information provided by the permit applicants. The Corps may request additional information if necessary to aid in the Corps' review of jurisdiction.
Pre-Application Coordination	The Corps will meet with the BRRIT to perform coordinated pre-application review of Priority Projects for which a permit applicant has requested pre-application review. The Corps will participate in up to two pre-application review meetings.
Department of the Army (DA) Permit Application Completeness Review	The Corps will stamp each permit application with the date of receipt and notify the BRRIT members of the date of receipt. The Corps will contact the permit applicant within thirty (30) days of the date of receipt of the application and request additional information if there is any incomplete, missing, or incorrect information necessary for the Corps to deem applications complete.
Issuance of Public Notice	After receipt of each complete DA permit application from a Priority Project permit applicant, the Corps will issue a public notice if necessary pertaining to the activities requiring Corps authorization.
Coordination	Following submittal of a permit application, to the extent necessary, the Corps will perform external coordination duties with the BRRIT and with other Federal, state, and local agencies, as required by Federal regulation and polices, regarding the DA permit evaluation process(es).
Permit Decision	For each project permit application, the Corps will evaluate the permit application when all information provided by the permit applicant is deemed complete. The Corps will provide to the permit applicant a DA permit decision pursuant to Section 404/10, including general and proposed special

	permit conditions, if any.
Post-permit issuance activities	The Corps will reasonably coordinate with the permit applicants regarding permit modifications, including but not limited to: extensions, review of mitigation monitoring reports, and compliance inspection.
Additional necessary permitting tasks	The Corps will reasonably coordinate with the permit applicant regarding any additional tasks associated with the issuance of permits.

WORK TASK 3: PROJECT MANAGEMENT

Progress Reports	The Corps will provide quarterly progress reports to the Authority documenting all updates regarding the permit evaluation-related services completed during the quarter. For the list of completed actions, the processing time for each permit application will also be included. In addition, these progress reports shall include a summary of the expenditures under this MOA, for the period covered by the progress report and cumulatively for both the current federal fiscal year and for the life of the MOA.
Policy and Management Team	Corps personnel will promote coordination between the Policy Management Team and the BRRIT including coordination for resolution of policy issues, and coordination for processing elevated project decisions.

APPENDIX B
Performance Metrics¹

Objective	Measure
<p>Upon initial receipt of an application for an individual permit or general permit, the Corps will notify the permit applicant (via telephone or email) within 15 calendar days if the application is Federally-complete. If the application is complete, the Corps will notify the participating agencies of the initial date received stamped on the application.</p>	<p>The Corps shall provide such notification within the stated time frame at least 90% of the time.</p>
<p>The Corps will request in writing (via email or letter) specific additional information needed to complete an individual permit or general permit application within thirty (30) calendar days of initial receipt. Once sufficient information is received, the Corps will notify permit applicant (via telephone or email) within fifteen (15) calendar days of the date received stamped on the last piece of information needed to complete the application.</p>	<p>The Corps shall provide such notifications within the stated time frame at least 90% of the time.</p>
<p>Standard individual permits will be processed within sixty (60) calendar days of receiving a Federally-complete application, with the exception of those that require longer periods of time per Corps regulations at 33 CFR section 325.2(d)(3).</p>	<p>The Corps shall meet the stated objective at least 50% of the time.</p>
<p>Letters of Permission will be processed within one hundred twenty (120) calendar days of receiving a Federally-complete application, with the exception of those that require longer periods of time per Corps regulations at 33 CFR section 325.2(d)(3).</p>	<p>The Corps shall meet the stated objective at least 80% of the time.</p>
<p>General permits, including nationwide permits and regional general permits, will be processed within forty-five (45) calendar days of receiving a Federally-complete application.²</p>	<p>The Corps shall meet the stated objective at least 80% of the time.</p>

¹ Appendix B Performance Metrics determined by FY19 USACE Regulatory Performance Metrics

² Projects requiring Section 7 and Section 106 consultation will exclude those calendar days during which the project is under consultation with another agency, i.e. time from when the consultation letter is sent until consultation response is received.

<p>Jurisdictional Determinations (JDs), including Approved JDs, will be processed within sixty (60) calendar days of receiving a complete jurisdictional determination request.</p>	<p>The Corps shall meet the stated objective at least 90% of the time.</p>
<p>Endangered Species Act Section 7 consultation initiation request letters and Section 106 consultation initiation request letters will be sent within fifteen (15) days of receiving adequate information from Authority to make a determination of effect and initiate consultation.</p>	<p>The Corps shall meet the stated objective at least 90% of the time.</p>

**APPENDIX C
CORPS BUDGET ESTIMATE**

Regulatory Rate Calculations

	Federal FY19 GS12 Step 1	Federal FY20 GS12 Step 2	Federal FY21 GS12 Step 3	Federal FY22 GS12 Step 4	Federal FY23 GS12 Step 5
Basic Hourly Rate	42.44	43.86	45.27	46.69	48.10
Daily Rate (hourly @ 8 hours)	339.52	350.88	362.16	373.52	384.80
Effective Daily rate (w/benefits at 64%)	556.81	575.44	593.94	612.57	631.07
Overhead (Departmental 45% and District 23.5%)	381.42	394.18	406.85	419.61	432.28
Total Daily Rate (Effective Daily Rate + OH)	938.23	969.62	1000.79	1032.19	1063.36

3-YEAR TOTAL NOT TO EXCEED AMOUNT = \$1,006,102.00

**Dependent on Funding, 5-YEAR TOTAL NOT TO EXCEED AMOUNT =
\$1,750,561.00**

Year 1

FY19 (1 Oct 2018- 30 Sept 2019)			
Labor Costs	Staff Hours	Rate	Cost
GS -12 Regulatory Support	218	\$938.23	\$204,534.05
GS-12 Regulatory – part-time	109	\$938.23	\$102,267
In house Support Service (e.g. legal, engineering)	20	\$938.23	\$ 18764.59
Other Direct Costs			
Travel & per Diem (20 days @ \$125 average)	20	\$125.00	\$ 2,500
TOTAL FY 2019			\$328,065.66

YEAR 2

FY 2020 (1 October 2019 -30 Sept 2020)			
Labor Costs	Staff Hours	Rate	Cost
GS -12 Regulatory Support	218	\$969.62	\$211,377.55
GS-12 Regulatory – part-time	109	\$969.62	\$105688.80
In house Support Service (e.g. legal, engineering)	20	\$969.62	\$ 19,392.44
Other Direct Costs			
Travel & per Diem (20 days @ \$125 average)	20	\$125.00	\$ 2,500
TOTAL FY 2020			\$338,958.76

YEAR 3

FY 2021 (1 October 2020 -30 Sept 2021)			
Labor Costs	Staff Hours	Rate	Cost
GS -12 Regulatory Support	218	\$ 1000.79	\$ 218,172.86
GS-12 Regulatory – part-time	109	\$ 1000.79	\$ 109,086.40
In house Support Service (e.g., legal engineering)	20	\$ 1000.79	\$ 20,015.86
Other Direct Costs			
Travel & per Diem (20 days @ \$125 average)	20	\$125.00	\$ 2,500
TOTAL 2021			\$349,775.15

YEAR 4

FY 2022 (1 October 2021-30 Sept 2022)			
Labor Costs	Staff Hours	Rate	Cost
GS-12 Regulatory Support	218	\$ 1032.19	\$ 225,016.37
GS-12 Regulatory – part-time	109	\$ 1032.19	\$112,508.20
In house Direct Cost	20	\$ 1032.19	\$ 20,643.70
Other Direct Costs			
Travel & per Diem (20 days @ \$125 average)	20	\$125.00	\$ 2,500
TOTAL FY 2022			\$360,668.25

YEAR 5

FY 2023 (1 October 2022 -30 Sept 2023)			
Labor Costs	Staff Hours	Rate	Cost
GS -12 Regulatory Support	218	\$1063.36	\$231,811.68
GS-12 Regulatory – part-time	109	\$1063.36	\$115,905.80
In house Direct Cost	20	\$1063.36	\$ 21,267.13
Other Direct Costs			
Travel & per Diem (20 days @ \$125 average)	20	\$125.00	\$ 2,500
TOTAL FY 2023			\$371,484.64