| [X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages | AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|---|
| | HSR14-38 | 2 |
| | REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and Governmental Entity named below:

STATE AGENCY'S NAME
California High-Speed Rail Authority

Governmental Entity
U.S. Army Corps of Engineers

2. The term of this Agreement is: November 20, 2014 through September 30, 2021

3. The maximum amount of this Agreement after this amendment is: $5,321,464.00
Five Million, Three Hundred Twenty-One Thousand, Four Hundred Sixty-Four Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. STD 213, Section 2 is amended to extend the term two (2) years and shall read as follows:
"The term of this Agreement is November 20, 2014 through September 30, 2021"

2. STD 213, Section 3 is amended to correct inaccurate contract amount and shall read as follows:
"The maximum amount of this Agreement is $5,321,464.00, Five Million, Three Hundred Twenty-One Thousand, Four Hundred Sixty-Four Dollars and Zero Cents"

3. Memorandum of Agreement Between California High-Speed Rail Authority (Authority) and U.S. Army Corps of Engineers' Los Angeles District, San Francisco District and Sacramento District ("MOA"), number 14-38, is amended as set forth in the Second Amendment to Memorandum of Agreement between California High-Speed Rail Authority and U.S. Army Corps Of Engineers' Los Angeles District, San Francisco District, and Sacramento District ("Second Amendment") as attached hereto, and the Second Amendment is incorporated into and made a part of the MOA as if fully set forth therein.

**STD. 213A, Section 4 is continued on the following pages.**

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| GOVERNMENTAL ENTITY | CALIFORNIA Department of General Services Use Only |
|---|---|
| GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT | APPROVED<br>OCT 15 2019<br>OFFICE OF LEGAL SERVICES<br>DEPT. OF GENERAL SERVICES |
| BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 9-13-2019 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Aaron C. Barta, Colonel, US Army, Commander and District Engineer | |
| ADDRESS<br>915 Wilshire Blvd., Suite 930<br>ATTN: Regulatory Division<br>Los Angeles, CA 90017-3409 | |

**GOVERNMENTAL ENTITY**

GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* 9-19-2019

PRINTED NAME AND TITLE OF PERSON SIGNING
John D. Cunningham, Lieutenant Colonel, U.S. Army, District Commander and Engineer

ADDRESS
450 Golden Gate Ave, 4th Floor, Suite 0134
ATTN: Regulatory Division
San Francisco, CA 94102

**GOVERNMENTAL ENTITY**

GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* 9-25-2019

PRINTED NAME AND TITLE OF PERSON SIGNING
James J. Handura, Colonel, U.S. Army, Commander and District Engineer

ADDRESS
1325 J Street
ATTN: Regulatory Division
Sacramento, CA 95814-2922

APPROVED
OCT 15 2019
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

**STATE OF CALIFORNIA**

AGENCY NAME
California High-Speed Rail Authority

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* 9/30/19

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian P. Kelly, Chief Executive Officer

ADDRESS
770 L Street, Suite 620 MS1, Sacramento, CA 95814

☐ Exempt per:

4. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section A, Background, Paragraph 3, is replaced in its entirety and shall read as follows:

   "On July 23, 2019, the United States Department of Transportation, through the Federal Railroad Administration (FRA), assigned its responsibilities as the lead Federal Agency under NEPA, to the State of California, pursuant to 23 U.S.C. § 327. As such, the State, acting through the Authority, is preparing Environmental Impact Statements (EIS) for each of the HSR Projects. Due to the Corps' jurisdiction by law, the Corps is participating in development of the HSR Project EISs as a cooperating agency. This Agreement outlines a process to increase the likelihood that all HSR Project EISs are sufficient in content and process for the Corps to adopt pursuant to the Council of Environmental Quality's and the Corps' NEPA implementing regulations and without the need for supplemental documentation and/or analysis.

5. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section B, Tasks, Paragraph 1, is replaced in its entirety and shall read as follows:

   "To expedite the evaluation of DA permit applications pursuant to section 404/10 for HSR Projects and Corps participation in and review of EIS(s), the Authority will provide the Corps with funds that will enable the Corps to: (1) provide a mechanism for expediting DA permit evaluation(s) pursuant to section 404/10; (2) identify the necessary information to be provided by the Authority to the Corps for expedited review and analysis of proposed Authority HSR Projects; and (3) provide the Authority with timely and expedited feedback on any additional measures or information necessary to complete the DA permit application review process for Authority HSR Projects. The Corps will also work to identify as early in the environmental review process as possible environmental issues that should be addressed through the section 404/10 and NEPA processes."

6. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section B, Task 2: Permit Application Reviews and Coordination, Paragraph 1 is replaced in its entirety and shall read as follows:

   "This Task addresses the Corps' DA permit application evaluation process in accordance with 33 CFR 320-332, and incorporates, to the extent applicable, the specific tasks and timeframes set forth in the Memorandum of Understanding among the Federal Railroad Administration, California High-Speed Rail Authority, United States Environmental Protection Agency, and United States Army Corps of Engineers regarding the NEPA, the CWA Section 404 and Section 14 of the Rivers and Harbors Act (33 USC Section 408) Integration Process for the California High-Speed Train Program, dated November 2010 ("Integration MOU"), which may be amended from time to time and to reflect the Authority's role as lead federal agency pursuant to 23 U.S.C. § 327. Except with respect to Section III.2.b, all remaining provisions of this Integration MOU, and any subsequent amendments, are incorporated by reference herein.

7. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section B, Task 2: Permit Application Reviews and Coordination, Task: EIS Development is replaced in its entirety and shall read as follows:

   "The Corps will participate in the development of each HSR Project EIS that relates to the Corps' regulatory jurisdiction and/or expertise by reviewing and providing written comments on administrative draft documents, the public Draft EIS, and the administrative draft of the Final EIS. The Corps will provide the Authority with written informal comments and official written comments, as appropriate, on the administrative draft, Draft EIS, and administrative draft Final EIS within sixty (60) days of receipt of each submittal, and for the public Draft EIS within the established comment period."

8. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section B, Task 2: Permit Application Reviews and Coordination, Task: RODs, Final 404(b)(1), Public Interest Review, Clean Air Act Compliance, and any other relevant guidance or regulation for the permit decisions is replaced in its entirety and shall read as follows:

   "The Corps will initiate the drafting of a Record of Decision (ROD) for the DA section 404/10 permit application for each HSR Project upon release of the associated final EIS. The Corps will determine if the Authority's Final EIS, if and as revised by the Authority based on any substantive comment received during any review period

provided, is sufficient to adopt and if so, prepare its final draft ROD in consideration of any public comments received. The Corps will route the final draft ROD and Final EIS for approval and adoption to the appropriate agency decision-maker, if after an independent review, the Corps concludes that the document satisfies its independent NEPA obligations and is consistent with Corps NEPA implementing regulations, policies, guidance, and other requirements, including, but not limited to, 33 U.S.C. 408 (Section 408). When a Section 408 permit is required from the Corps, the analysis and review must be completed by the appropriate Corps office and the agency decision-maker must render a Section 408 decision prior to the Corps signing its ROD for the DA section 404/10 permit decision. If the Corps determines the EIS is insufficient for adoption, the Corps will complete a separate or supplemental environmental document and analysis necessary to complete its ROD and ensure the document fulfills all Corps requirements. As the applicant, the Authority is responsible for supplying the necessary information and analysis for any supplemental environmental documentation determined by the Corps to be necessary to fulfill its NEPA obligations and support a permit decision."

9. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section B, Task 2: Permit Application Reviews and Coordination, Task: In-House Technical Services is replaced in its entirety and shall read as follows:

"When applicable, the Corps will provide internal staff review and submit comments on coordination and other comment letters prepared by the Authority, as well as provide review and services related to HSR Project environmental documents, including, but not limited to, section 106 of the National Historic Preservation Act (NHPA) consultation letters prepared by the Authority or its designated agent, draft MOAs or Programmatic Agreements prepared pursuant to section 106 of NHPA, economic analyses, and biological and other technical reports. Internal staff review will also be conducted on draft Corps permit decisions, and the development and execution of financial assurances and other documents required by section 404/10 special permit conditions. Payment of these efforts using WRDA section 214 funds provided by the Authority does not waive any rights or privileges the Corps may have in conducting its independent internal reviews.

Corps in-house staff will attend project delivery team meetings, when requested by the Authority and/or FRA."

10. MOA, Appendix A, State Agreement, Exhibit A, Scope of Work, Section C, Agreement Management, is replaced in its entirety and shall read as follows:

"The project representatives and all inquiries during the term of this Agreement will be directed to the following individuals.

| **California High-Speed Rail Authority** | **U.S. Army Corps of Engineers** |
|---|---|
| | Los Angeles District Project Manager |
| Contract Manager: Scott Rothenberg | Contract Manager: Veronica Li |
| Address: 770 L Street, Suite 800 | Address: Regulatory Division |
| Sacramento, CA 95814 | 915 Wilshire Blvd, Suite 930<br>Los Angeles, CA 90017-3401 |
| Phone: (916) 403-6936 | Phone: (213) 452-3292 |
| Fax: (916) 596-2102 | Fax: (213) 452-4196 |
| email: scott.rothenberg@hsr.ca.gov | email: veronica.c.Li@usace.army.mil |
| **U.S. Army Corps of Engineers** | **U.S. Army Corps of Engineers** |
| Sacramento District Project Manager | San Francisco District Project Manager |
| Contract Manager: Zachary Fancher | Contract Manager: Bryan Matsumoto |
| Address: Regulatory Division | Address: Regulatory Division |
| 1325 J Street<br>Sacramento, CA 95814 | 450 Golden Gate, 4th Floor, Suite 0134<br>San Francisco, CA 94102 |
| Phone: (916) 557-6643 | Phone: (415) 503-6786 |
| Fax: (916) 930-9506 | Fax: (415) 503-6690 |
| email:Zachary.J.Fancher@usace.army.mil | email: Bryan.T.Matsumoto@usace.army.mil |

11. MOA Appendix A, State Agreement, Exhibit B, Budget, Section 4, Allowable Costs and Payment, Subsection D is replaced in its entirety and shall read as follows:

    "D. The total amount payable by the Authority, resulting from the Agreement, shall not exceed $5,321,464.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Authority may be less. There is no guarantee, either express or implied, as to the actual dollar amount that will be authorized under the Agreement. In no event shall payment be issued that will exceed this maximum."

12. MOA, Appendix A, State Agreement, Exhibit D, Special Terms and Conditions, Section 1, Contract Term, is replaced in its entirety and shall read as follows:

    "The Corps may not commence performance until (a) approval of this Agreement by DGS has been obtained, and (b) monies have been received and processed by the Corps. In no event will this Agreement continue beyond the date identified on the STD 213."

13. MOA, Appendix A, State Agreement, Exhibit D, Attachment 1 Corps' Estimated Rates for Services is replaced in its entirety and attached hereto.

14. MOA, Appendix A, State Agreement, Exhibit D, Attachment 2 Section 214 of WRDA 2000, as amended and codified at 33 USC 2352 is replaced in its entirety and attached hereto.

15. MOA, Appendix C, ACOE Budget Estimate Summary is replaced in its entirety and attached hereto as MOA, Appendix C, Corps Budget Estimate Summary.

**All other terms and conditions shall remain the same.**

# SECOND AMENDMENT
# TO
# MEMORANDUM OF AGREEMENT
# BETWEEN
# CALIFORNIA HIGH-SPEED RAIL AUTHORITY
# AND
# U.S. ARMY CORPS OF ENGINEERS' LOS ANGELES DISTRICT, SAN FRANCISCO DISTRICT AND SACRAMENTO DISTRICT

This Second Amendment to the Memorandum of Agreement ("SECOND AMENDMENT") is entered into by the California High-Speed Rail Authority (hereinafter "Authority") and United States Army Corps of Engineers' Los Angeles District (hereinafter "SPL"), San Francisco District (hereinafter "SPN") and Sacramento District (hereinafter "SPK"), collectively referred to as the "Parties."

## RECITALS

WHEREAS, the United States Army Corps of Engineers ("Corps") has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act ("CWA") of 1972, 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, the Parties entered into a Memorandum of Agreement ("MOA"), effective December 5, 2014, for expedited and priority review of Authority-designated priority projects by the Corps; and

WHEREAS, the Parties entered into the FIRST AMENDMENT to the MOA, effective December 9, 2016, for expedited and priority review of Authority-designated priority projects by the Corps; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended, codified at 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 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 amended term of the MOA is set to expire September 30, 2019; and

WHEREAS, the Parties desire to modify the MOA, including Appendix A, and extend the duration of the MOA; and

WHEREAS, the Assistant Secretary of the Army (Civil Works), by memorandum dated January 19, 2018, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal entities subject to certain limitations; and

NOW, THEREFORE, the Parties agree as follows:

SECOND AMENDMENT

1. Article I.C. – PURPOSE AND AUTHORITIES. Article I.C. is modified in its entirety to read:

"C. SPL, SPN and SPK enter into this MOA pursuant to its authority under section 214 of the WRDA 2000, as amended and codified at 33 USC 2352."

2. Article II.A. – SCOPE OF WORK. Article II.A. is modified in its entirety to read:

"A. The Authority will provide funds to SPL, SPN, and SPK to expedite permit application evaluation-related services for Authority-designated Priority Projects under the jurisdiction of the Corps. 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 Regulatory budgets of SPL, SPN, and SPK, in accordance with the provisions of section 214 of WRDA 2000, as amended and codified at 33 USC 2352."

3. Article IV.A.1 – RESPONSIBILITIES OF THE PARTIES. Article IV.A.1. is modified in its entirety to read:

"A.1. Provide adequate information regarding Authority-designated Priority Projects, Authority-designated Priority Project designs, scheduling requirements, 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 application review process can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), and in General Condition 31 of the Nationwide Permit Program as published in the Federal Register (82 FR 1860 (Jan. 6, 2017)). Upon request, the Authority will provide supplemental information required to complete the permit application. Additional information [33 C.F.R. § 325.1(e)] required to complete the permit application evaluation process may exceed what is needed to initiate the process. On a case-by-case basis, if requested by the Corps, the Authority will provide such additional information so as to ensure the Corps can effectively accomplish the required review."

4. Article V.A. – FUNDING. Article V.A. is modified in its entirety to read:

"A. Unless amended per Article V.F. below, the maximum amount payable under this MOA and the State Agreement attached hereto as Exhibit A will not exceed $5,321,464.00."

5. Article V.E. – FUNDING. The addresses listed in Article V.E. are modified in their entirety to read:

"For SPL:
U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division (CESPL-RG)
Attn: Veronica Li
915 Wilshire Blvd., Suite 930
Los Angeles, CA 90017-3409

For SPK:
U.S. Army Corps of Engineers, Sacramento District
Regulatory Division
Attn: Zachary Fancher (CESPK-RD)
1325 J Street, Room 1350
Sacramento, CA 95814-2922

For SPN:
U.S. Army Corps of Engineers, San Francisco District
Regulatory Division
Attn: Bryan Matsumoto (CESPN-R-N)
450 Golden Gate, 4th Floor, Suite 0134
San Francisco, CA 94102"

6. Article XI - EFFECTIVE DATE AND DURATION. Article XI is modified in its entirety to read:

   "This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA will remain in force until whichever of these events occurs first: 1) September 30, 2021; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the State Agreement is terminated."

7. Appendix A. This Appendix is amended in accordance with the attached STD 213A, Amendment 2.

8. Integration. The MOA, as amended by the FIRST AMENDMENT, effective December 9, 2016, and this SECOND AMENDMENT represents the entire understanding of Authority and the Corps regarding the MOA and changes to the MOA. All other terms and conditions of the MOA remain in full force and effect.

IN WITNESS WHEREOF, this SECOND AMENDMENT is executed by the California High Speed Rail Authority, acting by and through its authorized officer, and by the U.S. Army Corps of Engineers' Los Angeles District, San Francisco District, and Sacramento District, through their authorized officers.

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By: B. P. Kelly Date: 9/30/19

Brian P. Kelly
Chief Executive Officer

**U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

By: Date: 9-13-2019

Aaron C. Barta
Colonel, US Army
Commander and District Engineer

**U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT**

By: _____ Date: 9-19-2019

John D. Cunningham
Lieutenant Colonel, U.S. Army
District Commander and Engineer

**U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT**

By: _____ Date: 9-25-2019

James J. Handura
Colonel, U.S. Army
Commander and District Engineer

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
July 25, 2019

**Los Angeles District**

| | Personnel Costs | | | | | |
|---|---|---|---|---|---|---|
| | Federal Fiscal Year 2020 | | | Federal Fiscal Year 2021 | | |
| | (Oct 1, 2019 - Sept 30, 2020) | | | (Oct 1, 2020 - Sept 30, 2021) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 80.00 | $1,164 | $93,104 | 68.00 | $1,199 | $81,507 |
| Task 2 Permit Application Reviews | 30.00 | $1,164 | $34,914 | 75.00 | $1,199 | $89,897 |
| Task 3 Project Management | 44.00 | $1,164 | $51,207 | 36.00 | $1,199 | $43,151 |
| Support work of GS-13/14 | 56.00 | $1,635 | $91,583 | 75.00 | $1,227 | $92,025 |
| **Subtotal Personnel Costs** | **210.00** | | **$270,809** | **254.00** | | **$306,579** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $3,000 | | | $2,000 |
| Travel and Transportation trips @ $200/trip | | | $10,000 | | | $11,000 |
| **Subtotal Direct Costs** | | | **$13,000** | | | **$13,000** |
| **Total:** | **210.00** | | **$283,809** | **254.00** | | **$319,579** |

| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | Federal Fiscal Year 2020 *includes estimated 3% COLA* | | | Federal Fiscal Year 2021 *includes estimated 3% COLA* | | |
|---|---|---|---|---|---|---|
| | **GS-12** | **GS-13** | **GS-14** | **GS-12** | **GS-13** | **GS-14** |
| Basic Hourly Rate | $52.81 | $62.80 | $74.21 | $54.39 | $64.68 | $76.44 |
| Daily Rate (hourly rate x 8 hours) | $422.48 | $502.40 | $593.68 | $435.12 | $517.47 | $611.52 |
| Effective Daily Rate (w/ benefits @ 63%) | $688.64 | $818.91 | $967.70 | $709.25 | $843.48 | $996.78 |
| Overhead (Department 69% total) | $475.16 | $565.05 | $667.71 | $489.38 | $582.00 | $687.78 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$1,163.81** | **$1,383.96** | **$1,635.41** | **$1,198.63** | **$1,425.48** | **$1,684.55** |

Total: $ 603,388

*** Unspent funds from previous fiscal years will be used to fund this Amendment.**

# ATTACHMENT 1
## CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
July 25, 2019

**Sacramento District**

| | Personnel Costs | | | | | |
|---|---|---|---|---|---|---|
| | Federal Fiscal Year 2020 | | | Federal Fiscal Year 2021 | | |
| | (Oct 1, 2019 - Sept 30, 2020) | | | (Oct 1, 2020 - Sept 30, 2021) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 30.00 | $808 | $24,252 | 30.00 | $833 | $24,978 |
| Task 2 Permit Application Reviews | 150.00 | $808 | $121,262 | 150.00 | $833 | $124,891 |
| Task 3 Project Management | 15.00 | $808 | $12,126 | 15.00 | $833 | $12,489 |
| Support work of GS-13/14 | 8.00 | $1,429 | $11,434.75 | 8.00 | $1,472 | $11,778 |
| **Subtotal Personnel Costs** | **203.00** | | **$169,076** | **203.00** | | **$174,137** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $2,000 | | | $2,000 |
| Travel and Transportation trips @ $200/trip | | | $3,000 | | | $3,000 |
| **Subtotal Direct Costs** | | | **$5,000** | | | **$5,000** |
| **Total:** | **203.00** | | **$174,076** | **203.00** | | **$179,137** |

| **Rate Calculations** | **Federal Fiscal Year 2020** | | | **Federal Fiscal Year 2021** | | |
|---|---|---|---|---|---|---|
| (all costs above for GS-12 unless otherwise noted) | *Based on 2019 Locality Pay Tables* | | | *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $40.10 | $56.92 | $70.90 | $41.30 | $58.63 | $73.03 |
| Daily Rate (hourly rate x 8 hours) | $320.80 | $455.36 | $567.20 | $330.40 | $469.04 | $584.24 |
| Effective Daily Rate (w/ benefits @ 61%) | $516.49 | $733.13 | $913.19 | $531.94 | $755.15 | $940.63 |
| Overhead (Department 55% + District 36% = 91% total) | $291.93 | $414.38 | $516.15 | $300.66 | $426.83 | $531.66 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$808.42** | **$1,147.51** | **$1,429.34** | **$832.61** | **$1,181.98** | **$1,472.28** |
| | | | | | Total: | $353,213 |

*** Unspent funds from previous fiscal years will be used to fund this Amendment.**

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
July 25, 2019

**San Francisco District**

| | Personnel Costs | | | | | |
|---|---|---|---|---|---|---|
| | Federal Fiscal Year 2020 (Oct 1, 2019 - Sept 30, 2020) | | | Federal Fiscal Year 2021 (Oct 1, 2020 - Sept 30, 2021) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 20.00 | $1,078 | $21,567 | 20.00 | $1,111 | $22,214 |
| Task 2 Permit Application Reviews | 124.00 | $1,078 | $133,716 | 124.00 | $1,111 | $137,728 |
| Task 3 Project Management | 6.00 | $1,078 | $6,470 | 6.00 | $1,111 | $6,664 |
| Support work of GS-13/14 | 4.00 | $1,597 | $6,389 | 4.00 | $1,645 | $6,581 |
| **Subtotal Personnel Costs** | **154.00** | | **$168,143** | **154.00** | | **$173,187** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $1,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$2,500** |
| **Total:** | **154.00** | | **$170,643** | **154.00** | | **$175,687** |

| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | Federal Fiscal Year 2020 *includes estimated 3% COLA* | | | Federal Fiscal Year 2021 *includes estimated 3% COLA* | | |
|---|---|---|---|---|---|---|
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $53.49 | $67.04 | $79.23 | $55.09 | $69.05 | $81.61 |
| Daily Rate (hourly rate x 8 hours) | $427.92 | $536.32 | $633.84 | $440.76 | $552.41 | $652.86 |
| Effective Daily Rate (w/ benefits @ 61%) | $688.95 | $863.48 | $1,020.48 | $709.62 | $889.38 | $1,051.10 |
| Overhead (Department 55% + District 36% = 91% total) | $389.41 | $488.05 | $576.79 | $401.09 | $502.69 | $594.10 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$1,078.36** | **$1,351.53** | **$1,597.28** | **$1,110.71** | **$1,392.07** | **$1,645.20** |

Total: $346,330

*** Unspent funds from previous fiscal years will be used to fund this Amendment.**

ATTACHMENT 2

# Section 214 of WRDA 2000, as amended and codified at 33 U.S. Code § 2352

**Note: the "Secretary" referenced below is the Secretary of the Army.**

## (a) FUNDING TO PROCESS PERMITS

### (1) DEFINITIONS In this subsection:

#### (A) Natural gas company

The term "natural gas company" has the meaning given the term in section 16451 of title 42, except that the term also includes a person engaged in the transportation of natural gas in intrastate commerce.

#### (B) Public-utility company

The term "public-utility company" has the meaning given the term in section 16451 of title 42.

#### (C) Railroad carrier

The term "railroad carrier" has the meaning given the term in section 20102 of title 49.

### (2) PERMIT PROCESSING

The Secretary, after public notice, may accept and expend funds contributed by a non-Federal public entity or a public-utility company, natural gas company, or railroad carrier to expedite the evaluation of a permit of that entity, company, or carrier related to a project or activity for a public purpose under the jurisdiction of the Department of the Army.

### (3) EFFECT ON OTHER ENTITIES

To the maximum extent practicable, the Secretary shall ensure that expediting the evaluation of a permit through the use of funds accepted and expended under this section does not adversely affect the timeline for evaluation (in the Corps district in which the project or activity is located) of permits under the jurisdiction of the Department of the Army of other entities that have not contributed funds under this section.

### (4) GAO STUDY

Not later than December 31, 2022, the Comptroller General of the United States shall carry out a followup study of the implementation by the Secretary of the authority provided under paragraph (2) to public-utility companies, natural gas companies, and railroad carriers, including an evaluation of the compliance with the requirements of this section and, with respect to a permit for those entities, the requirements of applicable Federal laws.

## (b) EFFECT ON PERMITTING

### (1) IN GENERAL

In carrying out this section, the Secretary shall ensure that the use of funds accepted under subsection (a) will not impact impartial decisionmaking with respect to permits, either substantively or procedurally.

**ATTACHMENT 2**

**(2) IMPARTIAL DECISIONMAKING** In carrying out this section, the Secretary shall ensure that the evaluation of permits carried out using funds accepted under this section shall—

**(A)** be reviewed by—

**(i)** the District Commander, or the Commander's designee, of the Corps District in which the project or activity is located; or

**(ii)** the Commander of the Corps Division in which the District is located if the evaluation of the permit is initially conducted by the District Commander; and

**(B)** utilize the same procedures for decisions that would otherwise be required for the evaluation of permits for similar projects or activities not carried out using funds authorized under this section.

**(c) LIMITATION ON USE OF FUNDS**

None of the funds accepted under this section shall be used to carry out a review of the evaluation of permits required under subsection (b)(2)(A).

**(d) PUBLIC AVAILABILITY**

**(1) IN GENERAL**

The Secretary shall ensure that all final permit decisions carried out using funds authorized under this section are made available to the public in a common format, including on the Internet, and in a manner that distinguishes final permit decisions under this section from other final actions of the Secretary.

**(2) DECISION DOCUMENT** The Secretary shall—

**(A)** use a standard decision document for evaluating all permits using funds accepted under this section; and

**(B)** make the standard decision document, along with all final permit decisions, available to the public, including on the Internet.

**(3) AGREEMENTS**

The Secretary shall make all active agreements to accept funds under this section available on a single public Internet site.

**(e) REPORTING**

**(1) IN GENERAL** The Secretary shall prepare an annual report on the implementation of this section, which, at a minimum, shall include for each district of the Corps of Engineers that accepts funds under this section—

**(A)** a comprehensive list of any funds accepted under this section during the previous fiscal year;

**ATTACHMENT 2**

**(B)** a comprehensive list of the permits reviewed and approved using funds accepted under this section during the previous fiscal year, including a description of the size and type of resources impacted and the mitigation required for each permit; and

**(C)** a description of the training offered in the previous fiscal year for employees that is funded in whole or in part with funds accepted under this section.

**(2) SUBMISSION** Not later than 90 days after the end of each fiscal year, the Secretary shall—

**(A)** submit to the Committee on Environment and Public Works of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives the annual report described in paragraph (1); and

**(B)** make each report received under subparagraph (A) available on a single publicly accessible Internet site.

(Pub. L. 106–541, title II, § 214, Dec. 11, 2000, 114 Stat. 2594; Pub. L. 108–137, title I, § 114, Dec. 1, 2003, 117 Stat. 1836; Pub. L. 109–99, § 1, Nov. 11, 2005, 119 Stat. 2169; Pub. L. 109–209, § 1, Mar. 24, 2006, 120 Stat. 318; Pub. L. 109–434, § 1, Dec. 20, 2006, 120 Stat. 3197; Pub. L. 110–114, title II, § 2002, Nov. 8, 2007, 121 Stat. 1067; Pub. L. 111–120, § 1, Dec. 22, 2009, 123 Stat. 3478; Pub. L. 111–315, § 1, Dec. 18, 2010, 124 Stat. 3450; Pub. L. 113–121, title I, § 1006, June 10, 2014, 128 Stat. 1212; Pub. L. 114–322, title I, § 1125, Dec. 16, 2016, 130 Stat. 1648; Pub. L. 115–270, title I, § 1145, Oct. 23, 2018, 132 Stat. 3785.)

# APPENDIX C: CORPS BUDGET ESTIMATE

## BUDGET ESTIMATE SUMMARY -- Federal Fiscal Years 2020 and 2021

**Federal 2020 Fiscal Year ( October 1, 2019 - September 30, 2020)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $270,809 | $13,000.00 |
| Sacramento | SPK | $169,076 | $5,000.00 |
| San Francisco | SPN | $168,143 | $2,500.00 |
| | | $608,028 | $20,500.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 6) | $628,528 |

**Federal 2021 Fiscal Year ( October 1, 2020 - September 30, 2021)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $306,579 | $13,000.00 |
| Sacramento | SPK | $174,137 | $5,000.00 |
| San Francisco | SPN | $173,187 | $2,500.00 |
| | | $653,903 | $20,500.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 7) | $674,403 |

STATE OF CALIFORNIA

# STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

RECEIVED

16 DEC 2016

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| HSR14-38 | 1 |
| REGISTRATION NUMBER | |

1. This Agreement is entered into between the State Agency and Governmental Entity named below:

STATE AGENCY'S NAME
California High-Speed Rail Authority

Governmental Entity
U.S. Army Corp of Engineers

2. The term of this Agreement is: November 20, 2014 through September 30, 2019

3. The maximum amount of this Agreement after this amendment is: $5,314,171.00
Five Million Three Hundred Fourteen Thousand One Hundred Seventy-One Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. STD 213, Section 2 is amended to extend the term two (2) years and shall read as follows:
"The term of this Agreement is November 20, 2014 through September 30, 2019"

B. STD213, Section 3 is amended to add $3,436,807.00 and shall read as follows:
"The maximum amount of this Agreement after this amendment is $5,314,171.00, Five Million Three Hundred Fourteen Thousand One Hundred Seventy-One Dollars and No Cents"

C. Memorandum of Agreement Between California High-Speed Rail Authority (Authority) and U.S. Army Corps of Engineers' Los Angeles District, San Francisco District and Sacramento District ("MOA"), number HSR 14-38, is amended as set forth in the First Amendment to Memorandum of Agreement between California High-Speed Rail Authority and U.S. Army Corps Of Engineers' Los Angeles District, San Francisco District, and Sacramento District ("First Amendment") attached as pages 4-6 hereto, and the First Amendment is incorporated into and made a part of the MOA as if fully set forth therein.

D. Additional amended terms are set forth on page 3 hereto.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

| GOVERNMENTAL ENTITY | CALIFORNIA Department of General Services Use Only |
|---|---|
| GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT | BK<br>APPROVED<br>DEC - 9 2016<br>OFFICE OF LEGAL SERVICES<br>DEPT. OF GENERAL SERVICES |
| BY *(Authorized Signature)* [signature] — DATE SIGNED *(Do not type)* 9/29/16 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Kirk E. Gibbs, Colonel, US Army Commander and District Engineer | |
| ADDRESS<br>915 Wilshire Blvd., Suite 930<br>ATTN: Regulatory Division<br>Los Angeles, CA 90017-3409 | |

STATE OF CALIFORNIA
# STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

| GOVERNMENTAL ENTITY | |
|---|---|
| GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT | |
| BY *(Authorized Signature)*<br>✍ | DATE SIGNED *(Do not type)*<br>06 OCT 2016 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>John C. Morrow, Lieutenant Colonel, US Army District Engineer | |
| ADDRESS<br>1455 Market Street, 16th Floor,<br>ATTN: Regulatory Division<br>San Francisco, CA 94103-1398 | |
| **GOVERNMENTAL ENTITY** | |
| GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*<br>U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT | |
| BY *(Authorized Signature)*<br>✍ | DATE SIGNED *(Do not type)*<br>4 NOV 2016 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>David G. Ray, P.E., Colonel, US Army District Commander | |
| ADDRESS<br>1325 J Street ATTN: Regulatory Division<br>Sacramento, CA 95814-2922 | |
| **STATE OF CALIFORNIA** | |
| AGENCY NAME<br>California High-Speed Rail Authority | |
| BY *(Authorized Signature)*<br>✍ | DATE SIGNED *(Do not type)*<br>12-6-16 |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Jeff Morales, Chief Executive Officer | ☐ Exempt per: |
| ADDRESS<br>770 L Street, Suite 620 MS1, Sacramento, CA 95814 | |

E. The MOA Appendix A: State Agreement, Exhibit B, Section 4.D is replaced in its entirety and shall read as follows:

D. The total amount payable by the Authority, resulting from the Agreement, shall not exceed **$5,314,171.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Authority may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under the Agreement. In no event shall payment be issued that will exceed this maximum.

F. The MOA Appendix A: State Agreement, Exhibit D, Section 1 is replaced in its entirety and shall read as follows:

1. Contract Term

The Corps may not commence performance after September 30, 2017 or receive payment in excess of the original contract amount of $1,884,657 until approval of this Agreement Amendment by DGS has been obtained. In no event will this Agreement continue beyond September 30, 2019. Options to extend this Agreement beyond September 30, 2019 for two (2) additional one (1) year extensions, or one (1) additional two (2) year extension, are incorporated and to be determined at such time, if, in the sole discretion of the Authority, it is deemed to be in the best interest of the State.

G. MOA Appendix A: State Agreement, Attachment 1-Rates for Service is replaced in its entirety as set forth in the attached pages 7-12 hereto.

H. MOA Appendix A: State Agreement, Attachment 2-WRDA 2000 Section 214, amended is replaced in its entirety as set forth in the attached pages 13-14 hereto.

I. MOA Appendix A: State Agreement, Attachment 3-WRDA 2014 Section 1006, amended is removed in its entirety.

J. Appendix C, ACOE Budget Estimate is replaced in its entirety as set forth in the attached pages 15-16 hereto.

# FIRST AMENDMENT
# TO
# MEMORANDUM OF AGREEMENT
# BETWEEN
# CALIFORNIA HIGH-SPEED RAIL AUTHORITY
# AND
# U.S. ARMY CORPS OF ENGINEERS' LOS ANGELES DISTRICT, SAN FRANCISCO DISTRICT AND SACRAMENTO DISTRICT

This First Amendment to the Memorandum of Agreement ("FIRST AMENDMENT") is entered into by the California High-Speed Rail Authority (hereinafter "Authority") and United States Army Corps of Engineers' Los Angeles District (hereinafter "SPL"), San Francisco District (hereinafter "SPN") and Sacramento District (hereinafter "SPK"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers ("Corps") has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act ("CWA") of 1972, 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, the Parties entered into a Memorandum of Agreement ("MOA"), effective December 5, 2014, for expedited and priority review of Authority-designated priority projects by the Corps; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended, codified at 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 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 original term of the MOA is set to expire September 30, 2017; and

WHEREAS, the Parties desire to modify the MOA, including Appendix A, and extend the duration of the MOA; and

WHEREAS, the Corps has determined additional funding from Authority is necessary to continue to fund permit evaluation-related activities through September 30, 2019; and

WHEREAS, the Chief of Engineers, by memorandum dated September 2, 2015, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal entities subject to certain limitations; and

NOW, THEREFORE, the Parties agree as follows:

FIRST AMENDMENT

1. Article V.A. – FUNDING. Article V.A. is modified in its entirety to read:

   "A. Unless amended per Article V.F. below, the maximum amount payable under this MOA and the State Agreement attached hereto as Exhibit A will not exceed $5,314,171.00."

2. Article XI - EFFECTIVE DATE AND DURATION. Article XI is modified in its entirety to read:

   "This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA will remain in force until whichever of these events occurs first: 1) September 30, 2019; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the State Agreement is terminated."

3. Appendix A. This Appendix is amended in accordance with the attached STD 213, Amendment 1.

4. Integration. The MOA, as amended by this FIRST AMENDMENT represents the entire understanding of Authority and the Corps regarding the MOA and changes to the MOA. All other terms and conditions of the MOA remain in full force and effect.

IN WITNESS WHEREOF, this FIRST AMENDMENT is executed by the California High Speed Rail Authority, acting by and through its authorized officer, and by the U.S. Army Corps of Engineers' Los Angeles District, San Francisco District, and Sacramento District, through their authorized officers.

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By: Jeff Morales Date: 12-6-16

Jeff Morales
Chief Executive Officer

**U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

By: Date: 9/29/16

Kirk E. Gibbs
Colonel, US Army
Commander and District Engineer

**U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT**

By: Date: 06 OCT 2016

John C. Morrow
Lieutenant Colonel, US Army
District Engineer

**U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT**

By: _____ Date: 4 NOV 2016

David G. Ray, P.E.
Colonel, US Army
District Commander

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Modified Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
10/9/2015 (revised 6/2/2016)

| Los Angeles District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 40.00 | $848 | $33,901 | 210.00 | $899 | $188,692 | 210.00 | $924 | $194,111 |
| Task 2 Permit Application Reviews | 150.00 | $848 | $127,129 | 300.00 | $899 | $269,559 | 360.00 | $924 | $332,761 |
| Task 3 Project Management | 30.00 | $848 | $25,426 | 90.00 | $899 | $80,868 | 90.00 | $924 | $83,190 |
| Support work of GS-13/14 | 97.00 | $1,191 | $115,513 | 163.00 | $1,227 | $200,001 | 170.00 | $1,263 | $214,710 |
| **Subtotal Personnel Costs** | **317.00** | | **$301,968** | **763.00** | | **$739,120** | **830.00** | | **$824,772** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $6,000 | | | $6,000 | | | $6,000 |
| Travel and Transportation trips @ $200/trip | | | $5,000 | | | $10,000 | | | $8,000 |
| **Subtotal Direct Costs** | | | **$11,000** | | | **$16,000** | | | **$14,000** |
| **Total:** | **317.00** | | **$312,968** | **763.00** | | **$755,120** | **830.00** | | **$838,772** |
| | | | | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $42.04 | $54.40 | $59.07 | $44.57 | $56.03 | $60.84 | $45.85 | $57.71 | $62.67 |
| Daily Rate (hourly rate x 8 hours) | $336.32 | $435.20 | $472.56 | $356.56 | $448.26 | $486.72 | $366.80 | $461.70 | $501.36 |
| Effective Daily Rate (w/ benefits @ 61%) | $541.48 | $700.67 | $760.82 | $574.06 | $721.69 | $783.62 | $590.55 | $743.34 | $807.19 |
| Overhead (Department 55% + District 36% = 91% total) | $306.05 | $396.03 | $430.03 | $324.47 | $407.91 | $442.92 | $333.79 | $420.15 | $456.24 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$847.53** | **$1,096.70** | **$1,190.85** | **$898.53** | **$1,129.61** | **$1,226.53** | **$924.34** | **$1,163.49** | **$1,263.43** |

Total: $1,906,860

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
10/19/2015 (revised 6/2/2016)

| Los Angeles District | | | | | | |
|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | |
| | Federal Fiscal Year 2018 | | | Federal Fiscal Year 2019 | | |
| | (Oct 1, 2017 - Sept 30, 2018) | | | (Oct 1, 2018 - Sept 30, 2019) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 220.00 | $952 | $209,474 | 190.00 | $981 | $186,349 |
| Task 2 Permit Application Reviews | 300.00 | $952 | $285,647 | 200.00 | $981 | $196,157 |
| Task 3 Project Management | 165.00 | $952 | $157,106 | 129.00 | $981 | $126,521 |
| Support work of GS-13/14 | 140.00 | $1,301 | $182,186 | 125.00 | $1,227 | $153,375 |
| **Subtotal Personnel Costs** | **825.00** | | **$834,413** | **644.00** | | **$662,402** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $2,000 | | | $2,000 |
| Travel and Transportation trips @ $200/trip | | | $10,000 | | | $10,000 |
| **Subtotal Direct Costs** | | | **$12,000** | | | **$12,000** |
| **Total:** | **825.00** | | **$846,413** | **644.00** | | **$674,402** |
| | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2018** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2019** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $47.23 | $59.44 | $64.55 | $48.65 | $61.22 | $66.49 |
| Daily Rate (hourly rate x 8 hours) | $377.84 | $475.52 | $516.40 | $389.20 | $489.79 | $531.92 |
| Effective Daily Rate (w/ benefits @ 61%) | $608.32 | $765.59 | $831.40 | $626.61 | $788.55 | $856.39 |
| Overhead (Department 55% + District 36% = 91% total) | $343.83 | $432.72 | $469.92 | $354.17 | $445.70 | $484.05 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$952.16** | **$1,198.31** | **$1,301.33** | **$980.78** | **$1,234.26** | **$1,340.44** |

Total: 1520815

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Modified Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
October 26, 2015 (revised 6/1/2016)

| Sacramento District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 29.00 | $814 | $23,606 | 40.00 | $847 | $33,885 | 40.00 | $873 | $34,901 |
| Task 2 Permit Application Reviews | 110.00 | $814 | $89,591 | 200.00 | $847 | $169,425 | 200.00 | $873 | $174,505 |
| Task 3 Project Management | 20.00 | $814 | $16,289 | 20.00 | $847 | $16,942 | 20.00 | $873 | $17,450 |
| Support work of GS-13/14 | 10.00 | $1,054 | $10,540 | 10.00 | $1,366 | $13,657 | 10.00 | $1,407 | $14,067 |
| **Subtotal Personnel Costs** | **169.00** | | **$140,026** | **270.00** | | **$233,909** | **270.00** | | **$240,923** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $3,000 | | | $3,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$4,500** | | | **$4,500** |
| **Total:** | **169.00** | | **$142,526** | **270.00** | | **$238,409** | **270.00** | | **$245,423** |
| | | | | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $40.40 | $52.28 | $65.77 | $42.02 | $53.85 | $67.74 | $43.28 | $54.39 | $69.78 |
| Daily Rate (hourly rate x 8 hours) | $323.20 | $418.24 | $526.16 | $336.16 | $430.79 | $541.94 | $346.24 | $435.12 | $558.20 |
| Effective Daily Rate (w/ benefits @ 61%) | $520.35 | $673.37 | $847.12 | $541.22 | $693.57 | $872.53 | $557.45 | $700.54 | $898.71 |
| Overhead (Department 55% + District 36% = 91% total) | $294.11 | $380.60 | $478.81 | $305.91 | $392.02 | $493.17 | $315.08 | $395.96 | $507.96 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$814.46** | **$1,053.96** | **$1,325.92** | **$847.12** | **$1,085.58** | **$1,365.70** | **$872.52** | **$1,096.50** | **$1,406.67** |

Total: $626,359

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
10/26/2015 (corrected 12/7/15)

| Sacramento District | | | | | | |
|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | |
| | Federal Fiscal Year 2018 | | | Federal Fiscal Year 2019 | | |
| | (Oct 1, 2017 - Sept 30, 2018) | | | (Oct 1, 2018 - Sept 30, 2019) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 40.00 | $899 | $35,949 | 40.00 | $981 | $39,231 |
| Task 2 Permit Application Reviews | 200.00 | $899 | $179,747 | 200.00 | $981 | $196,157 |
| Task 3 Project Management | 20.00 | $899 | $17,975 | 20.00 | $981 | $19,616 |
| Support work of GS-13/14 | 5.00 | $1,452 | $7,258 | 5.00 | $1,495 | $7,475 |
| **Subtotal Personnel Costs** | **265.00** | | **$240,928** | **265.00** | | **$262,479** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $2,000 | | | $2,000 |
| Travel and Transportation trips @ $200/trip | | | $3,000 | | | $3,000 |
| **Subtotal Direct Costs** | | | **$5,000** | | | **$5,000** |
| **Total:** | **265.00** | | **$245,928** | **265.00** | | **$267,479** |
| | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2018** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2019** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $44.58 | $59.44 | $72.00 | $48.65 | $61.22 | $74.16 |
| Daily Rate (hourly rate x 8 hours) | $356.64 | $475.52 | $576.00 | $389.20 | $489.79 | $593.28 |
| Effective Daily Rate (w/ benefits @ 61%) | $574.19 | $765.59 | $927.36 | $626.61 | $788.55 | $955.18 |
| Overhead (Department 55% + District 36% = 91% total) | $324.54 | $432.72 | $524.16 | $354.17 | $445.70 | $539.88 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$898.73** | **$1,198.31** | **$1,451.52** | **$980.78** | **$1,234.26** | **$1,495.07** |

Total: 513407

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Modified Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
10/23/2015 v 1.1 (revised 6/1/2016)

| San Francisco District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 20.00 | $752 | $15,031 | 20.00 | $964 | $19,290 | 20.00 | $993 | $19,869 |
| Task 2 Permit Application Reviews | 100.00 | $752 | $75,156 | 120.00 | $964 | $115,743 | 124.00 | $993 | $123,189 |
| Task 3 Project Management | 6.00 | $752 | $4,509 | 6.00 | $964 | $5,787 | 6.00 | $993 | $5,961 |
| Support work of GS-13/14 | 30.00 | $1,270 | $38,090 | 0.00 | $1,308 | $0 | 0.00 | $1,347 | $0 |
| **Subtotal Personnel Costs** | **156.00** | | **$132,787** | **146.00** | | **$140,820** | **150.00** | | **$149,019** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $1,000 | | | $1,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$2,500** | | | **$2,500** |
| **Total:** | **156.00** | | **$135,287** | **146.00** | | **$143,320** | **150.00** | | **$151,519** |
| | | | | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-11** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $37.28 | $58.17 | $62.98 | $47.84 | $59.92 | $64.87 | $49.28 | $61.71 | $66.82 |
| Daily Rate (hourly rate x 8 hours) | $298.24 | $465.36 | $503.84 | $382.72 | $479.32 | $518.96 | $394.24 | $493.70 | $534.52 |
| Effective Daily Rate (w/ benefits @ 61%) | $480.17 | $749.23 | $811.18 | $616.18 | $771.71 | $835.52 | $634.73 | $794.86 | $860.58 |
| Overhead (Department 55% + District 36% = 91% total) | $271.40 | $423.48 | $458.49 | $348.28 | $436.18 | $472.25 | $358.76 | $449.27 | $486.42 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$751.56** | **$1,172.71** | **$1,269.68** | **$964.45** | **$1,207.89** | **$1,307.77** | **$993.48** | **$1,244.13** | **$1,347.00** |

Total: $430,126

# ATTACHMENT 1
# CORPS' ESTIMATED RATES FOR SERVICE

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**Budget Estimate Re: CHSRA Accelerated Environmental & Permitting Schedules for Phase 1 Sections**
10/23/2015 v 1.1 (revised 6/2/2016)

| San Francisco District | | | | | | |
|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | |
| | Federal Fiscal Year 2018 | | | Federal Fiscal Year 2019 | | |
| | (Oct 1, 2017 - Sept 30, 2018) | | | (Oct 1, 2018 - Sept 30, 2019) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 20.00 | $1,023 | $20,466 | 20.00 | $1,054 | $21,079 |
| Task 2 Permit Application Reviews | 124.00 | $1,023 | $126,892 | 124.00 | $1,054 | $130,692 |
| Task 3 Project Management | 6.00 | $1,023 | $6,140 | 6.00 | $1,054 | $6,324 |
| Support work of GS-13/14 | 0.00 | $1,387 | $0 | 0.00 | $1,429 | $0 |
| **Subtotal Personnel Costs** | **150.00** | | **$153,498** | **150.00** | | **$158,095** |
| **Direct Costs:** | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $1,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$2,500** |
| **Total:** | **150.00** | | **$155,998** | | | **$160,595** |
| | | | | | | |
| **Rate Calculations** | **Federal Fiscal Year 2018** | | | **Federal Fiscal Year 2019** | | |
| (all costs above for GS-12 unless otherwise noted) | *includes estimated 3% COLA* | | | *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $50.76 | $63.56 | $68.82 | $52.28 | $65.47 | $70.88 |
| Daily Rate (hourly rate x 8 hours) | $406.08 | $508.48 | $550.56 | $418.24 | $523.76 | $567.04 |
| Effective Daily Rate (w/ benefits @ 61%) | $653.79 | $818.65 | $886.40 | $673.37 | $843.25 | $912.93 |
| Overhead (Department 55% + District 36% = 91% total) | $369.53 | $462.72 | $501.01 | $380.60 | $476.62 | $516.01 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$1,023.32** | **$1,281.37** | **$1,387.41** | **$1,053.96** | **$1,319.88** | **$1,428.94** |

Total: 316593

## ATTACHMENT 2
## Section 214 of WRDA 2000, as amended:

(a) FUNDING TO PROCESS PERMITS. –

(1) DEFINITIONS. – In this subsection:

(A) NATURAL GAS COMPANY. – The term 'natural gas company' has the meaning given the term in section 1262 of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451), except that the term also includes a person engaged in the transportation of natural gas in intrastate commerce.

(B) PUBLIC-UTILITY COMPANY. – The term 'public-utility company' has the meaning given the term in section 1262 of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451).

(2) PERMIT PROCESSING. – The Secretary, after public notice, may accept and expend funds contributed by a non-Federal public entity or a public-utility company or natural gas company to expedite the evaluation of a permit of that entity or company related to a project or activity for a public purpose under the jurisdiction of the Department of the Army.

(3) LIMITATION FOR PUBLIC-UTILITY AND NATURAL GAS COMPANIES. – The authority provided under paragraph (2) to a public-utility company or natural gas company shall expire on the date that is 7 years after the date of enactment of this paragraph.

(4) EFFECT ON OTHER ENTITIES. – To the maximum extent practicable, the Secretary shall ensure that expediting the evaluation of a permit through the use of funds accepted and expended under this section does not adversely affect the timeline for evaluation (in the Corps district in which the project or activity is located) of permits under the jurisdiction of the Department of the Army of other entities that have not contributed funds under this section.

(5) GAO STUDY. – Not later than 4 years after the date of enactment of this paragraph, the Comptroller General of the United States shall carry out a study of the implementation by the Secretary of the authority provided under paragraph (2) to public-utility companies and natural gas companies.

(b) EFFECT ON PERMITTING. –

(1) IN GENERAL. – In carrying out this section, the Secretary shall ensure that the use of funds accepted under sub-section (a) will not impact impartial decision making with respect to permits, either substantively or procedurally.

(2) IMPARTIAL DECISIONMAKING. – In carrying out this section, the Secretary shall ensure that the evaluation of permits carried out using funds accepted under this section shall –

(A) be reviewed by –

(i) the District Commander, or the Commander's designee, of the Corps District in which the project or activity is located; or

(ii) the Commander of the Corps Division in which the District is located if the evaluation of the permit is initially conducted by the District Commander; and

(B) utilize the same procedures for decisions that would otherwise be required for the evaluation of permits for similar projects or activities not carried out using funds authorized under this section.

(c) LIMITATION ON USE OF FUNDS. – None of the funds accepted under this section shall be used to carry out a review of the evaluation of permits required under subsection (b)(2)(A).

## ATTACHMENT 2
## Section 214 of WRDA 2000, as amended:

(d) PUBLIC AVAILABILITY. –

(1) IN GENERAL. - The Secretary shall ensure that all final permit decisions carried out using funds authorized under this section are made available to the public in a common format, including on the Internet, and in a manner that distinguishes final permit decisions under this section from other final actions of the Secretary.

(2) DECISION DOCUMENT. – The Secretary shall –

(A) use a standard decision document for evaluating all permits using funds accepted under this section; and

(B) make the standard decision document, along with all final permit decisions, available to the public, including on the Internet.

(3) AGREEMENTS. – The Secretary shall make all active agreements to accept funds under this section available on a single public Internet site.

(e) REPORTING. –

(1) IN GENERAL. – The Secretary shall prepare an annual report on the implementation of this section, which, at a minimum, shall include for each district of the Corps of Engineers that accepts funds under this section –

(A) a comprehensive list of any funds accepted under this section during the previous fiscal year;

(B) a comprehensive list of the permits reviewed and approved using funds accepted under this section during the previous fiscal year, including a description of the size and type of resources impacted and the mitigation required for each permit; and

(C) a description of the training offered in the previous fiscal year for employees that is funded in whole or in part with funds accepted under this section.

(2) SUBMISSION. – Not later than 90 days after the end of each fiscal year, the Secretary shall –

(A) submit to the Committee on Environment and Public Works of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives the annual report described in paragraph (1); and

(B) make each report received under sub-paragraph (A) available on a single publicly accessible Internet site.

# APPENDIX C: ACOE Budget Estimate Summary

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

**BUDGET ESTIMATE SUMMARY MODIFICATION**
**RE: FRA/CHSRA ACCELERATED ENVIRONMENTAL & PERMITTING SCHEDULES FOR PHASE 1 SECTIONS**
10/27/2015 (revised 6/1/2016)

**Federal 2015 Fiscal Year ( October 1, 2014 - September 30, 2015)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $301,968 | $11,000.00 |
| Sacramento | SPK | $140,026 | $2,500.00 |
| San Francisco | SPN | $132,787 | $2,500.00 |
| | | $574,782 | $16,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 1) | $590,794 |

**Federal 2016 Fiscal Year ( October 1, 2015 - September 30, 2016)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $739,120 | $16,000.00 |
| Sacramento | SPK | $233,909 | $4,500.00 |
| San Francisco | SPN | $140,820 | $2,500.00 |
| | | $1,113,848 | $23,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 2) | $1,136,848 |

**Federal 2017 Fiscal Year ( October 1, 2016 - September 30, 2017)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $824,772 | $14,000.00 |
| Sacramento | SPK | $240,923 | $4,500.00 |
| San Francisco | SPN | $149,019 | $2,500.00 |
| | | $1,214,714 | $21,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 3) | $1,235,714 |

# APPENDIX C: ACOE Budget Estimate Summary

**BUDGET ESTIMATE SUMMARY -- Federal Fiscal Years 2018 and 2019**

**Federal 2018 Fiscal Year ( October 1, 2017 - September 30, 2018)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $834,413 | $12,000.00 |
| Sacramento | SPK | $240,928 | $5,000.00 |
| San Francisco | SPN | $153,498 | $2,500.00 |
| | | $1,228,839 | $19,500.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 4) | $1,248,339 |

**Federal 2019 Fiscal Year ( October 1, 2018 - September 30, 2019)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $662,402 | $12,000.00 |
| Sacramento | SPK | $262,479 | $5,000.00 |
| San Francisco | SPN | $158,095 | $2,500.00 |
| | | $1,082,976 | $19,500.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 5) | $1,102,476 |

STATE OF CALIFORNIA

# STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| HSR14-38 | |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

GOVERNMENTAL ENTITY NAME

U.S. Army Corps of Engineers

2. The term of this Agreement is **October 1, 2014 to September 30, 2017, Or upon Department of General Services, whichever is later**

3. The maximum amount of this Agreement after this amendment is: **$1,884,657.00** One Million, Eight Hundred Eighty-Four Thousand, Six Hundred Fifty-Seven Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

| | |
|---|---|
| **Memorandum of Agreement** | |
| **Appendix A State Agreement** | Pages |
| **Exhibit A** – Scope of Work | 12 Pages |
| **Exhibit B** – Budget Detail and Payment Provisions | 3 Pages |
| **Exhibit C**-- General Terms and Conditions | 1 Pages |
| **Exhibit D** - Special Terms and Conditions | 4 Pages |
| **Attachment 1** --Rates for Service | 3 Pages |
| **Attachments 2**-- WRDA 2000 Section 214, amended | 1 Page |
| **Attachments 3** – WRDA 2014 Section 1006, amended | 3 Pages |
| **Appendix B** – Authority Priority Projects | 1 Pages |
| **Appendix C** – ACOE Budget Estimate | 1 Pages |

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

| GOVERNMENTAL ENTITY | CALIFORNIA Department of General Services Use Only |
|---|---|
| GOVERNMENTAL ENTITY NAME *(If other than an Individual, state whether a corporation, partnership, etc.)* U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT | |
| BY *(Authorized Signature)* ✍ — DATE SIGNED *(Do not type)* 21 Oct 14 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly M. Colloton, PMP Colonel, US Army Commander and District Engineer | |
| ADDRESS 915 Wilshire Blvd., Suite 930 ATTN: Regulatory Division Los Angeles, CA 90017-3409 | |

**GOVERNMENTAL ENTITY**

GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*
21OCT14

PRINTED NAME AND TITLE OF PERSON SIGNING
John C. Morrow. Lieutenant Colonel, US Army District Engineer

ADDRESS
1455 Street, 16th Floor,
ATTN: Regulatory Division
San Francisco, CA 94103-1398

**GOVERNMENTAL ENTITY**

GOVERNMENTAL ENTITY NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*
20 OCT 14

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael J. Farrell Colonel, US Army District Commander

ADDRESS
1325 J Street ATTN: Regulatory Division
Sacramento, CA 95814-2922

**STATE OF CALIFORNIA**

AGENCY NAME
California High-Speed Rail Authority

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*
11.7.14

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Morales, Chief Executive Officer

ADDRESS
770 L Street, Suite 620 MS1, Sacramento, CA 95814

BK

APPROVED
NOV 20 2014
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ Exempt per:

**MEMORANDUM OF AGREEMENT**
**BETWEEN**
**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**
**AND**
**U.S. ARMY CORPS OF ENGINEERS' LOS ANGELES DISTRICT, SAN FRANCISCO DISTRICT AND SACRAMENTO DISTRICT**

This Memorandum of Agreement ("MOA") is entered into by the California High-Speed Rail Authority (hereinafter "Authority") and United States Army Corps of Engineers' Los Angeles District (hereinafter "SPL"), San Francisco District (hereinafter "SPN") and Sacramento District (hereinafter "SPK"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers ("Corps") has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act ("CWA") of 1972, 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 of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law 113-121, 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 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 March 29, 2004, as modified October 1, 2008, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal entities subject to certain limitations; and

WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation permits of the Authority related to projects for a public purpose; and

WHEREAS, the Authority is a non-Federal public entity and believes it is in the best interests of the taxpayers of the State of California to provide funds to the Corps pursuant to this MOA to streamline and expedite the Corps' review under section 404 of the CWA and/or section 10 of the RHA for Authority-designated priority projects as more fully described in Article II.D of this MOA; and

WHEREAS, it is understood and acknowledged by all Parties that the Corps' review of the Authority's permit applications for Authority-designated priority projects will be completely impartial and in accordance with all applicable Federal laws and regulations; and

WHEREAS, the Authority and the Corps have entered into State Agreement HSR14-38 ("State Agreement") attached as **Appendix A** and incorporated by this reference, through which the Authority is providing funding to the Corps; and

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

WHEREAS, this MOA is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources, including jurisdictional waters, 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 SPL, SPN, and SPK for timely analysis of project effects and to assist the Authority in developing appropriate mitigation measures; (4) maximize the effective use of limited SPL, SPN, and SPK personnel resources by focusing attention on projects that would most affect aquatic resources; (5) provide a mechanism for training SPL, SPN, and SPK when such training would contribute to increased quality and/or efficiency of environmental reviews; (6) provide a mechanism for expediting project coordination when necessary; and (7) provide procedures for resolving disputes that may arise in this resource partnering effort.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. - PURPOSE AND AUTHORITIES

A. 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 permit application evaluation-related services for Authority-designated priority projects requiring the Corps' approval pursuant to section 404 of the CWA and/or section 10 of the RHA, as listed in **Appendix B** to this MOA ("Priority Projects"). This MOA is not intended as the exclusive means of obtaining review of Priority Projects proposed by the Authority. This MOA is a vehicle by which the Authority will obtain expedited permit application evaluation-related services, outside of the ordinary Corps review process.

B. The Authority enters into this MOA pursuant to California Public Utilities Code section 185034 and other relevant California law.

C. SPL, SPN and SPK enter into this MOA pursuant to its authority under section 214 of the WRDA 2000, as amended.

D. This MOA is specific to section 404 of the CWA and/or section 10 of the RHA permit application reviews only. A separate agreement may be required between the Authority

and the Corps to expedite environmental technical assistance, coordination services, review, and concurrence of documentation prepared to comply with section 14 of the RHA, as amended.

Article II. - SCOPE OF WORK

A. The Authority will provide funds to SPL, SPN, and SPK to expedite permit application evaluation-related services for Authority-designated Priority Projects under the jurisdiction of the Corps. 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 Regulatory budgets of SPL, SPN, and SPK, in accordance with the provisions of section 214 of WRDA 2000, as amended.

B. SPL, SPN, and SPK will provide staffing resources dedicated to expediting permit application evaluation-related services, as described in Article II.D, below, for Authority-designated Priority Projects and/or other programmatic efforts to support efficient decision-making related to the Authority's CWA section 404 and/or RHA section 10 permitting needs.

C. SPL, SPN, and SPK will each establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of permit applications submitted by the Authority for Priority Projects. SPL, SPN, and SPK Regulatory personnel will charge their time and expenses against the account when they perform work to either expedite permit application evaluation-related requests for Priority Projects or undertake other programmatic efforts to support efficient decision-making related to the Authority's permitting needs. SPL, SPN, and SPK Regulatory personnel will focus on the work as prioritized by the Authority, and if fewer than three projects are designated by the Authority as a priority, SPL, SPN, and/or SPK personnel may then work on other programmatic efforts for the Authority, if and when such efforts are identified by the Authority to support efficient decision-making.

D. Funds contributed by the Authority hereunder will be expended by SPL, SPN, and SPK to defray the costs of Regulatory personnel (including salary, associated benefits, overhead, and travel expenses) and other costs to expedite the evaluation of priority permit applications designated by the Authority. Such activities will include, but not be limited to, the following: jurisdictional determinations; site visits; travel; training; regional coordination with Corps personnel and with other agencies; Federal Register preparation and publication; public notice preparation and distribution; public hearings; preparation of correspondence; public interest review; preparation and review of environmental documentation; meetings with Authority and resource agencies including review and/or preparation of documents associated with those meetings; and any other permit application evaluation-related responsibilities performed by SPL, SPN, and/or SPK.

E. The Corps may expend funds provided by the Authority to have other Corps personnel (e.g., Institute for Water Resources and/or Engineer Research and Development Center) perform select duties including, but not limited to, site visits; providing independent technical peer review or other technical assistance, including the development of programmatic or analytical tools; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination and facilitation for the purpose of expediting Authority-designated Priority Projects and activities. If such expenditures, when

combined with the costs of the Regulatory personnel-specified in Article II.D., require funding in excess of the amount available under this MOA and/or Appendix A, then said other Corps personnel shall not be utilized by SPL, SPN, or SPK until and unless additional funds are provided by the Authority and the Parties execute a written amendment to this MOA and/or Appendix A (State Agreement), as appropriate.

F. The Corps will *not* expend Authority funds for costs associated with the review of Regulatory project managers' work by supervisors or other persons or elements 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. 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 permit compliance functions.

G. If the funds provided by the Authority are expended and not replenished, any remaining Authority-designated Priority Projects will be handled like those of any permit applicant.

Article III. – INTERAGENCY COMMUNICATIONS.

A. 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) calendar days of MOA execution.

B. The Principal Representative for each party may be changed upon written notification to the other party.

C. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail to the applicable Principal Representative.

D. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

Article IV. – RESPONSIBILITIES OF THE PARTIES.

A. The Authority will provide adequate resources to fund additional Corps Regulatory personnel for the purpose of expedited review of Authority-designated Priority Projects and other identified activities. To facilitate the Corps' reviews and activities, the Authority will:

1. Provide adequate information regarding Authority-designated Priority Projects, Authority-designated Priority Project designs, scheduling requirements, 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 application review

process can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), and in General Condition 31 of the Nationwide Permit Program as published in the Federal Register (77 Fed. Reg. 10184 (Feb. 21, 2012)). Upon request, the Authority will provide supplemental information necessary to complete the permit application. Additional information [33 C.F.R. § 325.1(e)] required to complete the permit application evaluation process may exceed what is needed to initiate the process. On a case-by-case basis, if requested by the Corps, the Authority will provide such additional information so as to ensure the Corps can effectively accomplish the required review.

2. In consultation with SPL, SPN, and SPK, as appropriate, establish the specific order of priority of the Authority-designated Priority Projects as listed in **Appendix B** to this MOA. The order of priority of those Authority-designated Priority Projects may be changed by the Authority's Principal Representative (also referred to as the Authority's "Contract Manager") without requiring an amendment to this MOA. Such changes will be submitted to the SPL, SPN, and SPK's Principal Representatives in writing in the manner provided by Article III and will be effective upon receipt thereof.

3. To the best of its ability, ensure the participation of all essential personnel during the pre-application consultation, permit application evaluation, and/or compliance processes.

4. Work closely with the appropriate Corps District to adjust priorities and schedules in order to optimize available Regulatory Program staff resources. If overlaps or conflicts occur among Priority Projects, then the Authority will work with SPL, SPN, and/or SPK, as appropriate, to identify procedures to handle such overlaps or resolve the conflicts.

5. Request meetings in writing to the Corps by mail or e-mail. Meeting requests must provide sufficient lead-time for scheduling and establishing travel authorizations. Such requests must include an agenda that clearly characterizes what is expected from the Corps' participation and the desired outcome of the meeting. Written materials attached to the request must contain sufficient information to enable the Corps staff to prepare for and actively participate in the meeting.

6. Prepare draft meeting minutes or meeting summaries within a reasonable period of time following all scheduled meetings that are held with SPL, SPN, and/or SPK. SPL, SPN, and/or SPK will be given the opportunity to review and comment on the draft meeting minutes or meeting summaries for accuracy and completeness prior to the Authority developing final meeting minutes or meeting summaries.

B. SPL, SPN, and SPK will each supplement or reassign their existing Regulatory Program personnel with qualified personnel within projected funding levels provided by the Authority pursuant to Appendix C. SPL, SPN, and SPK will each use the funds provided by the Authority to defray the costs of salaries, associated benefits, overhead, training, and to reimburse travel expenses in order to:

1. Expedite review of permit applications for Authority-designated Priority Projects as identified in Appendix B (or any amendments thereto) in accordance with the

purpose, terms, and conditions of this MOA or any amendments thereto. SPL, SPN, and SPK will not redirect resources from, or otherwise postpone, other non-priority projects submitted by the Authority through the standard Corps review process.

2. Following any pre-application meetings and/or discussions to clarify the scope of anticipated permit application review processes, provide the Authority with an estimated completion date for the permit evaluation process for each application submitted. The Authority will be able to comment on the estimated completion date and adjust the order or list of Priority Projects per Appendix B, or provide additional resources per Article V.F. below.

3. Following a written request, respond in writing to the Authority within the timeframes specified in Appendix A, Exhibit A, Part B, Task 2.

4. As needed, consult with the Authority regarding an adjustment of priorities if the current and/or projected workload of Priority Projects and activities exceeds the Corps' ability to provide the services specified herein or negotiate additional funding in accordance with Article V.F. below.

5. On a quarterly basis, and in accordance with the State Agreement, Exhibit A, Part B, Task 3, provide the Authority a progress report that describes achievements, including, when applicable, any improvements the Corps has documented in coordinating and enhancing the efficiency of environmental reviews. For the list of completed actions, the processing time for each permit application will also be included. Permit application processing times will be measured from the submittal date of a complete Department of the Army permit application (see IV.A.1.) to the date the final permit decision is rendered or a permit is proffered. The report will also identify any recommendations for improving consultation and coordination among the Parties. The fourth quarter progress report will include a summary of the annual progress made under this MOA. Reports will generally not exceed five (5) pages and all reports will be provided to the Authority within sixty (60) days after the end of each calendar quarter. This quarterly progress report can be combined with the quarterly expenditure report below.

6. On a quarterly basis, and in accordance with the State Agreement, Exhibit B, paragraph 4C, provide the Authority a quarterly expenditure report.

7. Designate and identify to the Authority a Regulatory Project Manager(s) and his/her specific responsibilities for each Priority Project.

8. Meet with the Authority as needed to discuss progress under this MOA.

9. Prior to expiration of the MOA, hold a final meeting with the Authority's Contract Manager to review a summary of permit process streamlining and other activities under this MOA, as well as provide recommendations for future coordination between the Parties.

Article V. - FUNDING

A. Unless amended per Article V.F. below, the maximum amount payable under this MOA and the State Agreement attached hereto as Exhibit A will not exceed $1,884,657.00.

B. Within 30 days of the effective date of this MOA and prior to the Corps incurring any expenditure to expedite permit application evaluation-related activities as specified in this MOA and the State Agreement attached hereto as Appendix A, funds shall be provided by Authority to SPL in the amount of $312,968.00 to SPN in the amount of $135,287.00, and to SPK in the amount of $142,539.00 to cover the anticipated costs expected to be incurred through September 30, 2015, at the level specified in the SPL, SPN, and SPK's budget estimate summary, which is included as **Appendix C** to this MOA and incorporated herein by reference.

C. On or after August 31 for each year that this MOA and the State Agreement remain in effect, SPL, SPK, and SPN will each provide the Authority with an anticipated cost invoice ("Invoice") that provides an updated budget estimate summary of costs for the next Federal fiscal year, including any proposed changes in the level of staffing, less any remaining funds from the prior advance payment at the time of Invoicing. Revisions agreed to by the Parties will be incorporated into a revised budget estimate summary. Invoices will be submitted by SPL, SPN and SPK to:

California High-Speed Rail Authority
770 L Street, Suite 620 MS2
Sacramento, CA 95814
Attn: Scott Rothenberg

D. The Corps' budget estimate will be revised to reflect costs for subsequent years that this MOA remains in effect by mutual agreement of the Parties without necessitating a formal revision or amendment to this MOA and the State Agreement; provided, the revisions do not result in an increase in the total funding amount specified in paragraph A of this Article.

E. Prior to the Corps incurring any expenditure to expedite permit application evaluation-related activities as specified in this MOA, the Authority will make an annual lump sum payment, in advance, to SPL, SPK, and SPN of the total amount specified in the Invoice(s). Payments by the Authority are to be made to payable to the Finance and Accounting Officer and sent to the following addresses, respectively:

For SPL:
U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division (CESPL-RG)
Attn: Veronica Chan
915 Wilshire Blvd., Suite 930
Los Angeles, CA 90017-3409

For SPK:
U.S. Army Corps of Engineers, Sacramento District
Resource Management Office
Finance and Accounting Branch
Attn: Pamela Vandre
1325 J Street
Sacramento, CA 95814-2922

For SPN:
U.S. Army Corps of Engineers, San Francisco District
Regulatory Division
Attn: Greg Brown
1455 Market Street, 16th Floor
San Francisco, CA 94103-1398

F. If the Corps' actual costs for providing the agreed upon level of service will at any time during the term of this MOA exceed the amount of funds available, the Corps will notify the Authority at least ninety (90) days prior to fund exhaustion of the incremental amount of funds needed to defray the remaining anticipated costs. The Authority will either initiate an amendment to this MOA and the State Agreement to increase the funding amount, or agree to a reduced level of service.

G. The Corps will carry over any unobligated funds from year to year, or will refund such unobligated funds if this MOA and/or the State Agreement is terminated or expires.

Article VI. - 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. Unless otherwise required by law, all expediting of permit applications undertaken by SPL, SPN, and SPK will be governed by Corps regulations, policies, guidance, and procedures.

Article VII. - 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, written and/or verbal communications, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they will proceed in accordance with applicable Federal law. It is further agreed that in the event there is a conflict between a provision of this MOA and the State Agreement, the MOA is controlling.

Article VIII. - PUBLIC INFORMATION

Justification and explanation of the Authority's programs or projects before other agencies, departments, and offices will not be the responsibility of SPL, SPN, and/or SPK. SPL, SPN, and/or SPK may provide, upon request from the Authority, assistance necessary to support justification or explanations of activities conducted under this MOA. In general, SPL, SPN, and/or SPK are responsible only for public information regarding Corps Regulatory activities and processes. The Authority will give SPL, SPN, and SPK, as appropriate, advance notice before making formal, official statements on its website, in the media, and/or or in other public venues including, but not limited to, public hearings and professional conferences regarding activities funded under this MOA.

Article IX – AMENDMENT, MODIFICATION, AND TERMINATION

A. This MOA may be modified or amended only by written, mutual agreement of the Parties.

B. Any Party reserves the right to terminate its participation in this MOA without cause upon thirty (30) days' written notice to the other Parties. In the event of termination by a Corps District, the Authority will continue to be responsible for all costs incurred by the terminating Corps District in performing expedited permit application review services up to the time of notice and for the costs of closing out or transferring any ongoing contracts in support of the provision of services by such Corps District under this MOA.

C. Within sixty (60) calendar days of termination of the MOA, or the expiration of the MOA, SPL, SPN, and SPK will provide the Authority with a final statement of expenditures and a final progress report made under this MOA with any recommendations for improving consultation and coordination among the Parties. Within sixty (60) calendar days after submittal of the final statement of expenditures, SPL, SPN, and SPK, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.), will each directly remit to the Authority the unexpended balance of the advance payment, if any. Funds may be provided to the Authority either by check or electronic funds transfer. To avoid duplicative reporting, the Corps may use the final statement of expenditures and final progress report to meet its quarterly progress reporting requirement for the final quarter of the period covered by this MOA.

Article X. - MISCELLANEOUS

A. This MOA will not affect any pre-existing or independent relationships or obligations between Parties.

B. The Corps' participation in this MOA does not imply endorsement of Authority projects nor does it diminish, modify, or otherwise affect Corps statutory or Regulatory authorities or policies.

C. 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 Federal law and regulation.

D. This MOA, including all attachments and any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in subparagraph A above, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the terms of this MOA or the State Agreement shall be of no further force or effect.

Article XI - EFFECTIVE DATE AND DURATION

This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA will remain in force until whichever of these events occurs first: 1) three (3) years from the effective date of this MOA; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the State Agreement is terminated.

IN WITNESS WHEREOF, this MOA is executed by the California High Speed Rail Authority, acting by and through its authorized officer, and by the U.S. Army Corps of Engineers' Los Angeles District, San Francisco District, and Sacramento District, through their authorized officers.

**CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

By: _____ for  Date: 12.5.14

Jeff Morales
Chief Executive Officer

**U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

By: _____  Date: 22 OCT 14

Kimberly M. Colloton, PMP
Colonel, US Army
Commander and District Engineer

**U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT**

By: _____  Date: 21 OCT 14

John C. Morrow
Lieutenant Colonel, US Army
District Engineer

**U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT**

By: _____  Date: 20 OCT 14

Michael J. Farrell
Colonel, US Army
District Commander

## APPENDIX A: State Agreement

**EXHIBIT A**
**SCOPE OF WORK**

A. Background

The California High-Speed Rail Authority (Authority), an agency of the State of California, is responsible for the planning, designing, building and operation of the first high-speed rail (HSR) system in the nation. California high-speed rail will connect the mega-regions of California and, for the purposes of this agreement (Agreement) between the Authority and the U.S. Army Corps of Engineers' Los Angeles, San Francisco and Sacramento Districts (Corps), will be comprised of the following ten independent project sections ("Projects"):

- San Francisco to San Jose,
- San Jose to Merced,
- Merced to Sacramento,
- Merced to Fresno,
- Fresno to Bakersfield,
- Bakersfield to Palmdale,
- Palmdale to Burbank,
- Burbank to Los Angeles,
- Los Angeles to Anaheim,
- Los Angeles to San Diego.

The Corps has regulatory jurisdiction over waters of the United States and navigable waters of the United States. Portions of the HSR Projects, as proposed, would discharge dredged or fill material into waters of the United States pursuant to section 404 of the Clean Water Act (CWA) and/or conduct work or structures in or affecting navigable waters of the United States pursuant to section 10 of the Rivers and Harbors Act, necessitating a Department of the Army (DA) permit from the Corps. DA permit applications are processed in the order in which they are received by a Corps District. The DA permit application review process varies based on the project complexity, magnitude of impacts, scope of involvement by other associated Federal and state agencies during the environmental review process, and other potential factors unique to a given proposed project (e.g., litigation). DA permit application evaluation times are also highly dependent on balancing limited agency resources and overall workload. In addition, issuance of a DA permit is a Federal action requiring compliance under the National Environmental Policy Act (NEPA), 42 USC 4321, et seq. and its implementing regulations. Though the HSR Projects are unique in scope and coordination requirements, comparable large-scale time-intensive EIS projects with Corps involvement, either as the lead Federal agency or as a cooperating agency, have ranged from approximately 3 years to over 9 years.

The United States Department of Transportation, Federal Railroad Administration (FRA), is the lead Federal agency under NEPA, and is preparing Environmental Impact Statements (EIS) for each of the HSR Projects. Due to the Corps' jurisdiction by law, the Corps is participating in development of the HSR Project EISs as a cooperating agency. This Agreement outlines a process to increase the likelihood that all HSR Project EISs prepared by the FRA are sufficient in content and process for the Corps to adopt pursuant to the Council of Environmental Quality's and the Corps' NEPA implementing regulations and without the need for supplemental documentation and/or analysis.

**EXHIBIT A**
**SCOPE OF WORK**

Section 214 of WRDA 2000, as amended, states that the Corps may "after public notice, 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." Because the Authority is a non-Federal public entity and the HSR Projects are for a public purpose, the Corps is authorized under section 214 of WRDA 2000, as amended, to accept non-Federal funds from the Authority to expedite the evaluation of permit applications under their jurisdiction.

B. Tasks

To expedite the evaluation of DA permit applications pursuant to section 404/10 for HSR Projects and Corps participation in and review of FRA's EIS(s), the Authority will provide the Corps with funds that will enable the Corps to: (1) provide a mechanism for expediting DA permit evaluation(s) pursuant to section 404/10; (2) identify the necessary information to be provided by the Authority to the Corps for expedited review and analysis of proposed Authority HSR Projects; and (3) provide the Authority with timely and expedited feedback on any additional measures or information necessary to complete the DA permit application review process for Authority HSR Projects. The Corps will also work to identify as early in the environmental review process as possible environmental issues that should be addressed through the section 404/10 and NEPA processes.

Specific services to be provided pursuant to this Agreement include, but are not necessarily limited to:

- Agency Participation
- Permit Application Reviews and Coordination
- Project Management and Administration

Unless otherwise specified, the time frames below are expressed in calendar days.

**TASK 1: AGENCY PARTICIPATION**

| | **TASKS** |
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| Schedule | The Authority, in consultation with the Corps, will prepare a schedule for deliverables. |
| Meetings, conference calls, field reviews | The Corps will participate in regularly scheduled meetings with the Authority. These meetings will be HSR Project-related coordination meetings and conference calls, and may include participation in field reviews, as appropriate. Scope of the meetings can be expanded upon request.<br><br>The Authority will ensure meetings are scheduled not to coincide with other meeting dates and times for multiple HSR Projects. Other than the regularly scheduled and recurring meetings, if additional meetings are needed, the |

**EXHIBIT A**
**SCOPE OF WORK**

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| | Authority will request such meetings as early as possible and supply a proposed agenda to the Corps. At least fourteen (14) days in advance of the Coordination Meeting and Checkpoint Meeting as described in the Integration MOU, and seven (7) days or as mutually agreed to by the Parties in advance of all other meetings, meeting materials and handouts will be provided to Corps. Within seven (7) days following a meeting, the Authority shall provide draft meeting minutes or meeting summaries for Corps review. The Corps has seven (7) days to provide revisions. The Authority shall incorporate the Corps' revisions and finalize and distribute the meeting minutes or meeting summaries. If the Corps does not provide revisions within seven (7) days, the Authority can assume the Corps had no revisions. |
| Identification of Issues and Possible Conflicts | The Corps will identify critical environmental issues (e.g., avoidance of special aquatic sites, including difficult-to-replace resources and other sensitive aquatic resources), key decision points (e.g., aquatic resource delineation procedures, aquatic resources condition assessment methodology/protocol, conceptual compensatory mitigation site feasibility and/or third-party mitigation options, mitigation ratio checklist, standardized performance standards, etc.), and/or potential conflicts (e.g., interagency disagreements, 4(f) issues, compensatory mitigation ratios or other mitigation requirements, 33 USC Section 408 approvals, etc.), as early as possible. |
| Responses to Requests for Information | The Corps will respond to requests from the Authority for information either verbally, via email, or in writing, as requested by the Authority. |
| Sharing Current Information | The Corps will share and provide guidance, if publicly available, on the most current Regulatory- and aquatic resources-related information, including NEPA and any changes or updates to Corps permit processes. |
| Coordination | The Corps will coordinate with other Federal, state, and local agencies in the review of the Authority's HSR Project permit applications, project reviews, and identification of measures to avoid and minimize impacts to aquatic resources and measures to mitigate unavoidable impacts to aquatic resources, when requested by such Federal, state, and/or local agencies as well as the Authority. |

**EXHIBIT A**
**SCOPE OF WORK**

## TASK 2: PERMIT APPLICATION REVIEWS AND COORDINATION

This Task addresses the Corps' DA permit application evaluation process in accordance with 33 CFR 320-332, and incorporates, to the extent applicable, the specific tasks and timeframes set forth in the Memorandum of Understanding among the Federal Railroad Administration, California High Speed Rail Authority, United States Environmental Protection Agency, and United States Army Corps of Engineers regarding the NEPA, the CWA Section 404 and Section 14 of the Rivers and Harbors Act (33 USC Section 408) Integration Process for the California High-Speed Train Program, dated November 2010 ("Integration MOU"), which may be amended from time to time. Except with respect to Section III.2.b, all remaining provisions of this Integration MOU, and any subsequent amendments, are incorporated by reference herein.

| | **TASKS** |
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| Internal Corps Coordination | Corps Regulatory staff will participate in internal statewide HSR Project meetings to discuss consistency and policy issues to ensure regional coordination within the Corps. The Corps will provide the Authority guidance and information related to permit and coordination issues resulting from this internal coordination, as appropriate. The Corps will also participate in District internal monthly status meetings. |
| Review, comment and respond to the request for agreement on the defined Purpose and Need (Coordination and Checkpoint A) | Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews.<br><br>During the formal Checkpoint process, the Corps will review the Authority's Checkpoint A meeting materials and participate in the formal Checkpoint A meeting as discussed in the Integration MOU. Upon receipt of the Authority's Purpose and Need statement and written request for agreement with the Purpose and Need statement, the Corps will respond in writing to the Authority within thirty (30) days. |
| Participate in elevation of issues with the Authority, when applicable on Purpose and Need | If the Corps' response is "disagreement," the Corps will identify the basis for the disagreement. If initiated, the Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU. |

**EXHIBIT A**
**SCOPE OF WORK**

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| Review, comment, and respond to request for agreement on the Range of Alternatives (Coordination and Checkpoint B) | Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews.<br><br>During the formal Checkpoint process, the Corps will review the Authority's Checkpoint B meeting materials and participate in the formal Checkpoint B meeting as discussed in the Integration MOU. Upon receipt of the Authority's written request for agreement with the Range of Alternatives, the Corps will respond in writing to the Authority within thirty (30) days. |
| Participate in the elevation of issues with the Authority, when applicable, on the Range of Alternatives | If the Corps' response is "disagreement," the Corps will identify the basis for the disagreement. The Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU. |
| Review, comment, and respond to request to provide a determination on preliminary least environmentally damaging practicable alternative (Coordination and Checkpoint C-Preliminary LEDPA). | Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews.<br><br>During the formal Checkpoint process, the Corps will review the Authority's Checkpoint C meeting materials and participate in the formal Checkpoint C meeting as discussed in the Integration MOU. Upon receipt of the Authority's written request for concurrence with the Preliminary LEDPA, the Corps will respond in writing to the Authority within thirty (30) days. |
| Participate in the elevation of issues with the Authority, when applicable, on the Preliminary LEDPA | If the Corps' response is "non-concurrence," the Corps will identify the basis for the non-concurrence. The Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU. |

**EXHIBIT A**
**SCOPE OF WORK**

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| Review, comment, and respond to request for concurrence on Draft Mitigation Plan (DMP) (Coordination and Checkpoint C- DMP) | Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews.<br><br>During the formal Checkpoint process, the Corps will review the Authority's Checkpoint C meeting materials and participate in the formal Checkpoint C meeting as discussed in the Integration MOU. Upon receipt of the Authority's written request for concurrence on the draft Mitigation Plan, the Corps will respond in writing to the Authority within thirty (30) days. |
| Participate in the elevation of issues with the Authority, when applicable, on the DMP | If the Corps' response is "non-concurrence," the Corps will identify the basis for the non-concurrence. The Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU. |
| Jurisdictional Determination | Following receipt of Authority-collected field data (as required by current Corps regulations and policy), and Authority-approved technical documents prepared in accordance with current Corps guidance on jurisdictional determinations, the Corps will provide the Authority with a written determination of the extent of the Corps' section 404/10 geographic jurisdiction for each build alternative under consideration in the EIS based on the use of preliminary and/or approved Jurisdictional Determinations, as appropriate. When requested by the Authority or as determined necessary by the Corps, the Corps will conduct site visits and/or review of information provided by the Authority. The Authority will furnish additional information to the Corps, if necessary, to aid in the Corps' review. |

**EXHIBIT A**
**SCOPE OF WORK**

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| Initiation Meetings | The Corps will participate in Authority-arranged pre-application consultations to advise the Authority of studies or other information foreseeably required for the Corps' later permit application evaluation. Within thirty (30) days following a pre-application consultation meeting, the Authority will provide draft meeting minutes or draft meeting summaries to the Corps. The Corps will have seven (7) days to provide revisions. The Authority will incorporate the Corps' revisions and finalize and distribute the meeting minutes or meeting summaries. If the Corps does not provide revisions within seven (7) days, the Authority can assume the Corps had no revisions. |
| DA Permit Application Completeness Review | The Corps will contact the Authority within thirty (30) days of receipt of an application and request additional information if there is any incomplete, missing, or incorrect information necessary for the Corps to deem the application(s) complete. |
| EIS Development | The Corps will participate in the development of each HSR Project EIS that relates to the Corps' regulatory jurisdiction and/or expertise by reviewing and providing written comments on administrative draft documents, the public Draft EIS, and the administrative draft of the Final EIS. The Corps will provide the Authority with written informal comments and official written comments, as appropriate, on the administrative draft, Draft EIS, and administrative draft Final EIS within sixty (60) days of receipt of each submittal, and for the public Draft EIS within the FRA-established comment period. |
| Training | With the prior approval of Authority, the Corps may attend training using Authority funds. The Corps will provide the Authority with a description of the training course and a brief statement explaining how the training relates to or promotes the Corps' ability to expedite its review and evaluation of Authority submittals. |

**EXHIBIT A**
**SCOPE OF WORK**

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| Issuance of Public Notices | After receipt of a complete DA permit application from the Authority for each HSR Project (see DA Permit Application Completeness Review, above), the Corps will issue a public notice pertaining to the activities requiring Corps authorization. All applicant-furnished information for the issuance of a public notice will be submitted by the Authority or its designated agent, such as mailing addresses of adjacent property owners. The Authority will provide appropriate mailing or electronic addresses in the proper format as specified by the Corps. Public notices that involve an extensive mailing list may be reproduced and/or distributed by the Authority or the Authority's contractor(s) with the prior review and written approval of the Corps. If necessary, the Corps will reissue public notices if substantial project modifications occur or new information becomes available that has a bearing on agency decision-making. Re-issued or subsequent (additional/informational) public notices will be consistent with Corps regulations, policies, and guidance. Re-issued or subsequent public notices that involve an extensive mailing list may be reproduced and/or distributed by the Authority or the Authority's contractor(s) with the prior review and written approval of the Corps. |
| Coordination | To the extent necessary, the Corps will perform external coordination duties with other Federal, state, and local agencies, as required by Federal regulation and policy, regarding the DA permit evaluation process(es). |
| | To the extent necessary, the Corps will coordinate with and engage subject matter experts and/or appropriately qualified third party independent reviewers, including the Corps' Institute for Water Resources and/or Engineer Research and Development Center, with respect to technical analyses and findings as they relate to the Corps' public interest review factors, "practicability" (as defined at 40 C.F.R. § 230.10), aquatic resources assessment methodology(s), permittee-responsible mitigation site design, and/or associated agency decision-making. |

**EXHIBIT A**
**SCOPE OF WORK**

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| RODs, Final 404(b)(1), Public Interest Review, Clean Air Act Compliance, and any other relevant guidance or regulation for the permit decisions | The Corps will initiate the drafting of a Record of Decision (ROD) for the DA section 404/10 permit application for each HSR Project upon release of the associated final EIS by the FRA for the NEPA mandated final 30-day review period. After the final EIS 30-day review period and subsequent to FRA's incorporation of any substantive comments received, the Corps will determine if FRA's Final EIS is sufficient to adopt and if so, prepare its final draft ROD in consideration of public comments received. The Corps will route the final draft ROD and Final EIS for approval and adoption to the appropriate agency decision-maker, if after an independent review, the Corps concludes that the document satisfies its independent NEPA obligations and is consistent with Corps NEPA implementing regulations, policies, guidance, and other requirements, including, but not limited to, 33 U.S.C. 408 (Section 408). When a Section 408 permit is required from the Corps, the analysis and review must be completed by the appropriate Corps office and the agency decision-maker must render a Section 408 decision prior to the Corps signing its ROD for the DA section 404/10 permit decision. If the Corps determines the EIS is insufficient for adoption, the Corps will complete a separate or supplemental environmental document and analysis necessary to complete its ROD and ensure the document fulfills all Corps requirements. As the applicant, the Authority is responsible for supplying the necessary information and analysis for any supplemental environmental documentation determined by the Corps to be necessary to fulfill its NEPA obligations and support a permit decision. |
| Permit Decision | For each HSR Project DA section 404/10 permit application, the Corps will process permit applications when all information provided by the Authority is deemed complete, and will make a permit decision after the ROD has been signed by the Corps' NEPA agency decision-maker. If the decision is to issue a DA permit pursuant to Section 404/10, the Corps will provide to the Authority a proffered DA permit pursuant to section 404/10, including general and proposed special permit conditions, if any. |
| Post-permit issuance activities | The Authority will coordinate with the Corps regarding permit modifications, review of mitigation monitoring reports, and compliance inspection activities. |

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|---|---|
| In-House Technical Services | When applicable, the Corps will provide internal staff review and submit comments on coordination and other comment letters prepared by the FRA and the Authority, as well as provide review and services related to HSR Project environmental documents, including, but not limited to, section 106 of the National Historic Preservation Act (NHPA) consultation letters prepared by the FRA or its designated agent, draft MOAs or Programmatic Agreements prepared pursuant to section 106 of NHPA, economic analyses, and biological and other technical reports. Internal staff review will also be conducted on draft Corps permit decisions, and the development and execution of financial assurances and other documents required by section 404/10 special permit conditions. Payment of these efforts using WRDA section 214 funds provided by the Authority does not waive any rights or privileges the Corps may have in conducting its independent internal reviews.<br><br>Corps in-house staff will attend project delivery team meetings, when requested by the Authority and/or FRA. |
| | The Corps will input data submitted by the Authority into the Corps operations and maintenance business information link (OMBIL) regulatory module and/or other programs/applications for mapping or data analysis purposes. |

The elevations as described in Task 2 apply only where indicated above and are a tool to resolve disagreement regarding the specified Corps decision at that point in the NEPA/404/408 integration process.

For other disputes between the Authority and the Corps regarding this Agreement, the dispute resolution process is described in EXHIBIT D, paragraph 6 of this Agreement.

**TASK 3: PROJECT MANAGEMENT AND ADMINISTRATION**

The Corps will coordinate amongst the three California district offices within the South Pacific Division to gain efficiencies and regional consistency. In doing so, the Corps may prepare internal briefing papers, internal electronic messages, internal fact sheets, internal presentations, memoranda for the record, and other internal pre-deliberative documents. Preparation of these internal materials using section 214 of WRDA 2000, as amended, funds does not constitute a waiver of any applicable privileges.

**EXHIBIT A**
**SCOPE OF WORK**

The Corps will provide quarterly progress reports to the Authority's Contract Manager that describe achievements, including, when applicable, any improvements the Corps has documented in coordinating and enhancing the efficiency of environmental reviews. The reports will also identify any recommendations for improving consultation and coordination among the Parties. The fourth quarter progress report will include a summary of the annual progress made under this Agreement. Reports will generally not exceed five (5) pages and all reports will be provided to the Authority within sixty (60) days after the end of each calendar quarter. This quarterly progress report can be combined with the Quarterly Expenditure Report in Exhibit B paragraph 4C.

The Corps will meet as needed with the Authority's Contract Manager and other representatives of the Authority to review the status of HSR Priority Projects, discuss HSR Project priorities, and provide guidance to the Authority staff on Corps regulatory issues and requirements.

The Authority's Contract Manager will review the Corps' performance under this Agreement on a quarterly basis, measuring it against timely and adequate completion of Tasks 2 and 3. Marginally satisfactory or unsatisfactory performance will require consultation between the Parties and a re-evaluation of the Agreement by the Authority Contract Manager or his or her designee.

Prior to completion of services under this Agreement, the Corps will meet with the Authority's Contract Manager to review a summary of the Corps' environmental coordination and other activities under this Agreement. The Corps will also provide recommendations for future coordination between the Authority and the Corps.

C. Agreement Management

The project representatives and all inquiries during the term of this Agreement will be directed to the following individuals.

| **California High-Speed Rail Authority** | **U.S. Army Corps of Engineers** |
|---|---|
| | Los Angeles District Project Manager |
| Contract Manager: Scott Rothenberg | Contract Manager: Veronica Chan |
| Address: 770 L Street, Suite 800 | Address: Regulatory Division |
| Sacramento, CA 95814 | 915 Wilshire Blvd, Suite 930<br>Los Angeles, CA 90017-3401 |
| Phone: (916) 403-6936 | Phone: (213) 452-3292 |
| Fax: (916) 596-2102 | Fax: (213) 452-4196 |
| email: scott.rothenberg@hsr.ca.gov | email: veronica.c.chan@usace.army.mil |
| **U.S. Army Corps of Engineers** | **U.S. Army Corps of Engineers** |
| Sacramento District Project Manager | San Francisco District Project Manager |
| Contract Manager: Michael Nepstad | Contract Manager: Gregory Brown |
| Address: Regulatory Division | Address: Regulatory Division |
| 1325 J Street<br>Sacramento, CA 95814 | 1455 Market Street<br>San Francisco, CA 94103 |
| Phone: (916) 557-7262 | Phone: (415) 503-6791 |

**EXHIBIT A**
**SCOPE OF WORK**

| | |
|---|---|
| Fax: (916) 930-9506 | Fax: (415) 503-6690 |
| email:Michael.G.Nepstad@usace.army.mil | email: Gregory.g.brown@usace.army.mil |

The project representative for each party may be changed upon written notification to the other party and without the need for an amendment to this Agreement.

**EXHIBIT B**
**BUDGET**

## 1. INVOICING AND PAYMENT

Unless incomplete or disputed, upon receipt of the Corps' invoice with attached budget estimate, the Authority shall make an advance payment, on an annual basis, to the Corps for expedited permit application evaluation-related activities under this Agreement. Incomplete or disputed invoices shall be returned to the Corps for correction prior to the Authority making an advance payment.

## 2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for pursuing work under this Agreement, this Agreement shall be of no further force and effect. In this event, the Authority shall have no liability to pay any funds whatsoever to the Corps or to furnish any other considerations under this Agreement and the Corps shall not be obligated to perform any provision of this Agreement.

B. This Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress that may affect the provisions, terms or funding of this Agreement in any manner.

C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the Authority shall have the option to either cancel this Agreement with no liability occurring to the Authority or the Corps, or offer an agreement amendment to the Corps to reflect the reduced amount.

## 3. RATES

The Corps' estimated rates for expediting permit application evaluation-related activities under this Agreement is found at **Attachment 1** of this Agreement.

## 4. ALLOWABLE COSTS AND PAYMENTS

A. The Corps' estimated rates at Attachment 1 and all items included in the rates will be audited by the Authority consistent with the audit provisions in Exhibit D, paragraph 4B.

B. Actual costs (including labor costs, employee benefits, Federal travel allowance, and other direct costs) incurred by the Corps in expediting permit application evaluation-related activities under this Agreement will not exceed the amount specified in paragraph 4D, below.

C. Unless otherwise specified or agreed to in writing by the Authority's Contract Manager, the Corps shall provide the Authority with a quarterly statement of expenditures that details expenditures for the quarter, and cumulatively for both the current federal fiscal year and for the life of the Agreement (Quarterly Expenditure Report). The Quarterly

**EXHIBIT B**
**BUDGET**

Expenditure Report shall be provided to the Authority within sixty (60) days after the end of each calendar quarter and mailed to the Authority.

D. The total amount payable by the Authority, resulting from the Agreement, shall not exceed **$1,884,657.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Authority may be less. There is no guarantee, either express or implied, as to the actual dollar amount that will be authorized under the Agreement. In no event shall payment be issued that will exceed this maximum.

E. At the conclusion of this Agreement, the Corps shall provide the Authority with a final statement of expenditures for this Agreement within sixty (60) calendar days of the termination or expiration date. Within sixty (60) calendar days after submittal of the final statement of expenditures, SPL, SPN, and SPK, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.), will each directly remit to the Authority the unexpended balance of the advance payment, if any. Funds may be provided to the Authority either by check or electronic funds transfer.

F. All invoices with attached budget estimates, Quarterly Expenditure Reports, and the final statement of expenditures shall be itemized in accordance with **Attachment 1**, and shall identify, by employee, dates of service, classifications of employees and hours of work, tasks completed and itemized travel, training/registration costs, and supply expenses. Travel, training fees/registration costs, and supply expenses must be necessary and directly related to the scope of work for this Agreement.

G. If in the course of managing this Agreement the Corps finds that they need to move money from one line item in the budget to another, it may do so by mutual agreement with the Authority.

H. All invoices with attached budget estimates, Quarterly Expenditure Reports, and final statements of expenditures will be sent to the Authority at the following addresses:

California High-Speed Rail Authority
Attention: Financial Operations Section
770 L Street, Suite 620 MS3
Sacramento, CA 95814
(2 Copies)

**AND**

California High-Speed Rail Authority
Attention: Scott Rothenberg, Contract Manager/Project Coordinator
770 L Street, Suite 620 MS2
Sacramento, CA 95814
(1 Copy)

**EXHIBIT B**
**BUDGET**

## 5. COST PRINCIPLES

A. Allowable costs issued under this Agreement must be necessary, reasonable, and allocable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.

B. Costs which are prohibited under State or Federal laws and regulations are not allowable under this Agreement.

C. Allowable costs must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.

D. Allowable costs must be adequately documented.

E. To the extent not prohibited by federal law, rules, or regulations, any costs for which payment has been made to the Corps that are determined by subsequent audit to be unallowable under this Agreement shall be subject to repayment by the Corps to the Authority, subject to availability of funds.

**EXHIBIT C**
**GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Corps may not commence performance until such approval has been obtained

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Corps, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. INDEPENDENT CONTRACTOR: The Corps, and the agents and employees of the Corps, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

5. TIMELINESS: Time is of the essence in this Agreement.

6. COMPENSATION: The consideration to be paid to the Corps, as provided herein, shall be in compensation for all of Corps' expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

7. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

# EXHIBIT D
# SPECIAL TERMS AND CONDITIONS

## 1. Contract Term

The Corps may not commence performance until (a) approval of this Agreement by DGS has been obtained, and (b) monies have been received and processed by the Corps. In no event will this Agreement continue beyond September 30, 2017. Options to extend this Agreement beyond September 30, 2017 for two (2) additional one (1) year extensions are incorporated and to be determined at such time, if, in the sole discretion of the Authority, it is deemed to be in the best interest of the State.

## 2. Subcontractors

The Corps will perform the work contemplated with resources available within its own organization and no portion of the work will be subcontracted.

## 3. Termination

A. Either party reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the other party or immediately in the event of material breach.

   1. In the event of termination, the Corps will provide a final statement of expenditures in accordance with Exhibit B, paragraph 4E.

   2. If money is due to the Corps under this Agreement, the Corps will be paid for any reasonably incurred non-cancellable, non-refundable costs up to the date of termination. Non-cancellable, non-refundable costs will mean costs incurred by the Corps as of the date of termination that have been expended or committed and are not subject to refund or cancellation.

   3. If there is an unexpended balance, the Corps agrees to remit to the Authority the unexpended balance of the advance payment within sixty (60) calendar days after the final statement of expenditures, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et seq.).

B. In the event that the total Agreement amount is expended prior to the expiration date, the Authority may, at its discretion, terminate this Agreement with 30-day notice to the Corps.

## 4. Retention of Records/Audits

A. To the extent not inconsistent with Federal law, rules and regulations, the Corps will maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. The Corps will make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years after the date of final expenditure report under the Agreement, unless a longer period of records retention is

stipulated. The Authority, the Bureau of State Audits, the DGS, or their designated representative, may have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

## 5. Confidential Information

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

A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Corps in order to carry out this Agreement, will be protected by the Corps from unauthorized use and disclosure.

B. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement will not authorize the Corps to further disclose such information or disseminate the same on any other occasion.

C. The Corps will not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, the Corps' own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. The Corps will not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of Authority's written permission.

E. All information related to the construction estimate is confidential and will not be disclosed by the Corps to any entity, other than the Authority.

F. Should the Corps receive a FOIA request regarding information designated as confidential by the Authority, the Corps will immediately notify the Authority Contract Manager of such request and forward a copy of the request to the Authority Contract Manager.

## 6. Authority-Owned Data - Integrity and Security

A. To the extent not inconsistent with Federal law, the Corps will comply with the following requirements to ensure the preservation, security, and integrity of Authority-owned data on portable computing devices and portable electronic storage media:

1. Encrypt all Authority-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Authority data stored on every sector of a hard drive, including temp files, cached data,

hibernation files, and even unused disk space. Data encryption will use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

2. Encrypt, as described above, all Authority-owned data transmitted from one computing device or storage medium to another.

3. Maintain confidentiality of all Authority-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the Authority, and limit use of Authority information assets for Authority purposes only.

4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

5. Notify the Contract Manager immediately of any actual or attempted violations of security of Authority-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing Authority-owned data.

6. Advise the Authority, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of Authority-owned data and of specific means of protecting that data.

B. To the extent not inconsistent with Federal law, the Corps will use the Authority-owned data only for Authority purposes under this Agreement.

C. To the extent not inconsistent with Federal law, the Corps will not transfer Authority-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).

**7. Disputes**

A. The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

B. To the extent not inconsistent with Federal law, rules, and regulations, any dispute that is not disposed of by mutual agreement in paragraph A above will be decided by the Authority's Contract Officer, who may consider any written or verbal evidence submitted by the Corps. The decision of the Contract Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Corps.

C. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Corps from full and timely performance in accordance with the terms of the Agreement.

D. Notwithstanding the provisions of this Disputes section, both parties may exercise their rights under the Termination Clause in Exhibit D, paragraph 3A.

**8. Purchase of Equipment**

No equipment identified in this Agreement is approved for purchase.

**9. Non-Discrimination**

In the exercise of their respective rights and obligations under this Agreement, Corps shall comply with all applicable Federal laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88 352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

**10. Governing Law**

This Agreement is governed by and shall be interpreted in accordance with Federal law.

**11. Child Support Compliance**

The Corps will comply with any applicable Federal law for enforcement of child support.

**12. Hiring of Personnel**

The Corps will comply with all applicable Federal laws in the hiring of personnel with funds received under this Agreement.

# ATTACHMENT 1
# CORPS' ESTIMATED RATES

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

April 15, 2014

| Los Angeles District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 40.00 | $848 | $33,901 | 48.00 | $898 | $43,128 | 40.00 | $924 | $36,970 |
| Task 2 Permit Application Reviews | 150.00 | $848 | $127,129 | 180.00 | $898 | $161,729 | 200.00 | $924 | $184,848 |
| Task 3 Project Management | 30.00 | $848 | $25,426 | 30.00 | $898 | $26,955 | 30.00 | $924 | $27,727 |
| Support work of GS-13/14 | 97.00 | $1,191 | $115,513 | 97.00 | $1,130 | $109,572 | 97.00 | $1,163 | $112,859 |
| **Subtotal Personnel Costs** | **317.00** | | **$301,968** | **355.00** | | **$341,383** | **367.00** | | **$362,404** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $6,000 | | | $6,000 | | | $6,000 |
| Travel and Transportation trips @ $200/trip | | | $5,000 | | | $5,000 | | | $5,000 |
| **Subtotal Direct Costs** | | | **$11,000** | | | **$11,000** | | | **$11,000** |
| **Total:** | **317.00** | | **$312,968** | **355.00** | | **$352,383** | **367.00** | | **$373,404** |
| | | | | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $42.04 | $54.40 | $59.07 | $44.57 | $56.03 | $60.84 | $45.85 | $57.71 | $62.67 |
| Daily Rate (hourly rate x 8 hours) | $336.32 | $435.20 | $472.56 | $356.54 | $448.26 | $486.74 | $366.76 | $461.70 | $501.34 |
| Effective Daily Rate (w/ benefits @ 61%) | $541.48 | $700.67 | $760.82 | $574.04 | $721.69 | $783.65 | $590.49 | $743.34 | $807.16 |
| Overhead (Department 55% + District 36% = 91% total) | $306.05 | $396.03 | $430.03 | $324.46 | $407.91 | $442.93 | $333.75 | $420.15 | $456.22 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$847.53** | **$1,096.70** | **$1,190.85** | **$898.49** | **$1,129.61** | **$1,226.58** | **$924.24** | **$1,163.49** | **$1,263.37** |

Total: $1,038,755

# ATTACHMENT 1
# CORPS' ESTIMATED RATES

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

April 15, 2014

| Sacramento District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 29.00 | $814 | $23,619 | 25.00 | $839 | $20,972 | 25.00 | $872 | $21,808 |
| Task 2 Permit Application Reviews | 110.00 | $814 | $89,591 | 100.00 | $839 | $83,890 | 100.00 | $872 | $87,232 |
| Task 3 Project Management | 20.00 | $814 | $16,289 | 20.00 | $839 | $16,778 | 20.00 | $872 | $17,446 |
| Support work of GS-13/14 | 10.00 | $1,054 | $10,540 | 10.00 | $1,086 | $10,856 | 10.00 | $1,097 | $10,965 |
| **Subtotal Personnel Costs** | **169.00** | | **$140,039** | **155.00** | | **$132,496** | **155.00** | | **$137,452** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $1,000 | | | $1,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$2,500** | | | **$2,500** |
| **Total:** | **169.00** | | **$142,539** | **155.00** | | **$134,996** | **155.00** | | **$139,952** |
| | | | | | | | | | |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** | **GS-12** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $40.40 | $52.28 | | $41.61 | $53.85 | | $43.27 | $54.39 | |
| Daily Rate (hourly rate x 8 hours) | $323.20 | $418.24 | $0.00 | $332.90 | $430.79 | $0.00 | $346.16 | $435.12 | $0.00 |
| Effective Daily Rate (w/ benefits @ 61%) | $520.35 | $673.37 | $0.00 | $535.96 | $693.57 | $0.00 | $557.32 | $700.54 | $0.00 |
| Overhead (Department 55% + District 36% = 91% total) | $294.11 | $380.60 | $0.00 | $302.94 | $392.02 | $0.00 | $315.01 | $395.96 | $0.00 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$814.46** | **$1,053.96** | **$0.00** | **$838.90** | **$1,085.58** | **$0.00** | **$872.32** | **$1,096.50** | **$0.00** |

Total: $417,487

# ATTACHMENT 1
# CORPS' ESTIMATED RATES

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**

April 15, 2014

| San Francisco District | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Personnel Costs | | | | | | | | |
| | Federal Fiscal Year 2015 | | | Federal Fiscal Year 2016 | | | Federal Fiscal Year 2017 | | |
| | (Oct 1, 2014 - Sept 30, 2015) | | | (Oct 1, 2015 - Sept 30, 2016) | | | (Oct 1, 2016 - Sept 30, 2017) | | |
| **Tasks** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** | **Staff Days** | **Rate** | **Cost** |
| Task 1 Agency Participation | 20.00 | $752 | $15,031 | 20.00 | $774 | $15,482 | 20.00 | $797 | $15,947 |
| Task 2 Permit Application Reviews | 100.00 | $752 | $75,156 | 100.00 | $774 | $77,411 | 104.00 | $797 | $82,923 |
| Task 3 Project Management | 6.00 | $752 | $4,509 | 6.00 | $774 | $4,645 | 6.00 | $797 | $4,784 |
| Support work of GS-13/14 | 30.00 | $1,270 | $38,090 | 30.00 | $1,308 | $39,233 | 30.00 | $1,347 | $40,410 |
| **Subtotal Personnel Costs** | **156.00** | | **$132,787** | **156.00** | | **$136,771** | **160.00** | | **$144,064** |
| **Direct Costs:** | | | | | | | | | |
| Training fees/registration costs @ $300/day | | | $1,500 | | | $1,500 | | | $1,500 |
| Travel and Transportation trips @ $200/trip | | | $1,000 | | | $1,000 | | | $1,000 |
| **Subtotal Direct Costs** | | | **$2,500** | | | **$2,500** | | | **$2,500** |
| **Total:** | **156.00** | | **$135,287** | **156.00** | | **$139,271** | **160.00** | | **$146,564** |
| **Rate Calculations** (all costs above for GS-12 unless otherwise noted) | **Federal Fiscal Year 2015** *Based on 2014 Locality Pay Tables* | | | **Federal Fiscal Year 2016** *includes estimated 3% COLA* | | | **Federal Fiscal Year 2017** *includes estimated 3% COLA* | | |
| | **GS-11** | **GS-12/13** | **GS-13/14** | **GS-11** | **GS-12/13** | **GS-13/14** | **GS-11** | **GS-12/13** | **GS-13/14** |
| Basic Hourly Rate | $37.28 | $58.17 | $62.98 | $38.40 | $59.92 | $64.87 | $39.55 | $61.71 | $66.82 |
| Daily Rate (hourly rate x 8 hours) | $298.24 | $465.36 | $503.84 | $307.19 | $479.32 | $518.96 | $316.40 | $493.70 | $534.52 |
| Effective Daily Rate (w/ benefits @ 61%) | $480.17 | $749.23 | $811.18 | $494.57 | $771.71 | $835.52 | $509.41 | $794.86 | $860.58 |
| Overhead (Department 55% + District 36% = 91% total) | $271.40 | $423.48 | $458.49 | $279.54 | $436.18 | $472.25 | $287.93 | $449.27 | $486.42 |
| **Total Daily Rate (Effective Daily Rate + OH)** | **$751.56** | **$1,172.71** | **$1,269.68** | **$774.11** | **$1,207.89** | **$1,307.77** | **$797.34** | **$1,244.13** | **$1,347.00** |

Total: $421,122

# ATTACHMENT 2
# WRDA 2000 SECTION 214, AS AMENDED

including water resource assessment, community participation, planning, development, and management activities.

(c) COOPERATIVE AGREEMENTS.—A cooperative agreement entered into under this section shall not be considered to be, or treated as being, a cooperative agreement to which chapter 63 of title 31, United States Code, applies.

33 USC 2201 note.

**SEC. 214. FUNDING TO PROCESS PERMITS.**

(a) IN GENERAL.—In fiscal years 2001 through 2003, the Secretary, after public notice, may accept and expend funds contributed by non-Federal public entities to expedite the evaluation of permits under the jurisdiction of the Department of the Army.

(b) EFFECT ON PERMITTING.—In carrying out this section, the Secretary shall ensure that the use of funds accepted under subsection (a) will not impact impartial decisionmaking with respect to permits, either substantively or procedurally.

33 USC 2326c.

**SEC. 215. DREDGED MATERIAL MARKETING AND RECYCLING.**

(a) DREDGED MATERIAL MARKETING.—

Deadline.

(1) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the Secretary shall establish a program to allow the direct marketing of dredged material to public agencies and private entities.

(2) LIMITATIONS.—The Secretary shall not establish the program under paragraph (1) unless the Secretary determines that the program is in the interest of the United States and is economically justified, equitable, and environmentally acceptable.

(3) REGIONAL RESPONSIBILITY.—The program described in paragraph (1) may authorize each of the 8 division offices of the Corps of Engineers to market to public agencies and private entities any dredged material from projects under the jurisdiction of the regional office. Any revenues generated from any sale of dredged material to such entities shall be deposited in the United States Treasury.

Deadline.

(4) REPORTS.—Not later than 180 days after the date of enactment of this Act, and annually thereafter for a period of 4 years, the Secretary shall transmit to Congress a report on the program established under paragraph (1).

(5) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to carry out this subsection $2,000,000 for each fiscal year.

(b) DREDGED MATERIAL RECYCLING.—

(1) PILOT PROGRAM.—The Secretary shall conduct a pilot program to provide incentives for the removal of dredged material from confined disposal facilities associated with Corps of Engineer navigation projects for the purpose of recycling the dredged material and extending the life of the confined disposal facilities.

Deadline.

(2) REPORT.—Not later than 90 days after the date of completion of the pilot program, the Secretary shall transmit to Congress a report on the results of the program.

(3) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to carry out this subsection $2,000,000, except that not to exceed $1,000,000 may be expended with respect to any project.

# ATTACHMENT 3
# WRDA 2014 SECTION 1006, AS AMENDED

"(C) the environmental impact of projects.

Reports.

"(n) PERFORMANCE MEASUREMENT.—The Secretary shall establish a program to measure and report on progress made toward improving and expediting the planning and environmental review process.

Consultation.

"(o) IMPLEMENTATION GUIDANCE.—The Secretary shall prepare, in consultation with the Council on Environmental Quality and other Federal agencies with jurisdiction over actions or resources that may be impacted by a project, guidance documents that describe the coordinated environmental review processes that the Secretary intends to use to implement this section for the planning of projects, in accordance with the civil works program of the Corps of Engineers and all applicable law.".

(2) CLERICAL AMENDMENT.—The table of contents contained in section 1(b) of the Water Resources Development Act of 2007 (121 Stat. 1042) is amended by striking the item relating to section 2045 and inserting the following:

"Sec. 2045. Project acceleration.".

33 USC 2349.

(b) CATEGORICAL EXCLUSIONS IN EMERGENCIES.—For the repair, reconstruction, or rehabilitation of a water resources project that is in operation or under construction when damaged by an event or incident that results in a declaration by the President of a major disaster or emergency pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), the Secretary shall treat such repair, reconstruction, or rehabilitation activity as a class of action categorically excluded from the requirements relating to environmental assessments or environmental impact statements under section 1508.4 of title 40, Code of Federal Regulations (or successor regulations), if the repair or reconstruction activity is—

(1) in the same location with the same capacity, dimensions, and design as the original water resources project as before the declaration described in this section; and

Time period.

(2) commenced within a 2-year period beginning on the date of a declaration described in this subsection.

**SEC. 1006. EXPEDITING THE EVALUATION AND PROCESSING OF PERMITS.**

Section 214 of the Water Resources Development Act of 2000 (Public Law 106–541; 33 U.S.C. 2201 note) is amended—

(1) in subsection (a)—

(A) by striking "(a) IN GENERAL.—The Secretary" and inserting the following:

"(a) FUNDING TO PROCESS PERMITS.—

"(1) DEFINITIONS.—In this subsection:

"(A) NATURAL GAS COMPANY.—The term 'natural gas company' has the meaning given the term in section 1262 of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451), except that the term also includes a person engaged in the transportation of natural gas in intrastate commerce.

"(B) PUBLIC-UTILITY COMPANY.—The term 'public-utility company' has the meaning given the term in section 1262 of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451).

"(2) PERMIT PROCESSING.—The Secretary";

(B) in paragraph (2) (as so designated)—

(i) by inserting "or a public-utility company or natural gas company" after "non-Federal public entity"; and

(ii) by inserting "or company" after "that entity"; and

(C) by adding at the end the following:

"(3) LIMITATION FOR PUBLIC-UTILITY AND NATURAL GAS COMPANIES.—The authority provided under paragraph (2) to a public-utility company or natural gas company shall expire on the date that is 7 years after the date of enactment of this paragraph. Expiration date.

"(4) EFFECT ON OTHER ENTITIES.—To the maximum extent practicable, the Secretary shall ensure that expediting the evaluation of a permit through the use of funds accepted and expended under this section does not adversely affect the timeline for evaluation (in the Corps district in which the project or activity is located) of permits under the jurisdiction of the Department of the Army of other entities that have not contributed funds under this section.

"(5) GAO STUDY.—Not later than 4 years after the date of enactment of this paragraph, the Comptroller General of the United States shall carry out a study of the implementation by the Secretary of the authority provided under paragraph (2) to public-utility companies and natural gas companies."; and Deadline.

(2) by striking subsections (d) and (e) and inserting the following:

"(d) PUBLIC AVAILABILITY.— Web posting.

"(1) IN GENERAL.—The Secretary shall ensure that all final permit decisions carried out using funds authorized under this section are made available to the public in a common format, including on the Internet, and in a manner that distinguishes final permit decisions under this section from other final actions of the Secretary.

"(2) DECISION DOCUMENT.—The Secretary shall—

"(A) use a standard decision document for evaluating all permits using funds accepted under this section; and

"(B) make the standard decision document, along with all final permit decisions, available to the public, including on the Internet.

"(3) AGREEMENTS.—The Secretary shall make all active agreements to accept funds under this section available on a single public Internet site.

"(e) REPORTING.—

"(1) IN GENERAL.—The Secretary shall prepare an annual report on the implementation of this section, which, at a minimum, shall include for each district of the Corps of Engineers that accepts funds under this section—

"(A) a comprehensive list of any funds accepted under this section during the previous fiscal year;

"(B) a comprehensive list of the permits reviewed and approved using funds accepted under this section during the previous fiscal year, including a description of the size and type of resources impacted and the mitigation required for each permit; and

"(C) a description of the training offered in the previous fiscal year for employees that is funded in whole or in part with funds accepted under this section.

"(2) SUBMISSION.—Not later than 90 days after the end of each fiscal year, the Secretary shall—

"(A) submit to the Committee on Environment and Public Works of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives the annual report described in paragraph (1); and

Public information. Web posting.

"(B) make each report received under subparagraph (A) available on a single publicly accessible Internet site.".

33 USC 408a.

**SEC. 1007. EXPEDITING APPROVAL OF MODIFICATIONS AND ALTERATIONS OF PROJECTS BY NON-FEDERAL INTERESTS.**

(a) SECTION 14 APPLICATION DEFINED.—In this section, the term "section 14 application" means an application submitted by an applicant to the Secretary requesting permission for the temporary occupation or use of a public work, or the alteration or permanent occupation or use of a public work, under section 14 of the Act of March 3, 1899 (commonly known as the "Rivers and Harbors Appropriation Act of 1899") (33 U.S.C. 408).

Deadline.

(b) REVIEW.—Not later than 1 year after the date of enactment of this Act, the Secretary, after providing notice and an opportunity for comment, shall establish a process for the review of section 14 applications in a timely and consistent manner.

(c) BENCHMARK GOALS.—

(1) ESTABLISHMENT OF BENCHMARK GOALS.—In carrying out subsection (b), the Secretary shall—

(A) establish benchmark goals for determining the amount of time it should take the Secretary to determine whether a section 14 application is complete;

(B) establish benchmark goals for determining the amount of time it should take the Secretary to approve or disapprove a section 14 application; and

(C) to the extent practicable, use such benchmark goals to make a decision on section 14 applications in a timely and consistent manner.

Deadlines.

(2) BENCHMARK GOALS.—

(A) BENCHMARK GOALS FOR DETERMINING WHETHER SECTION 14 APPLICATIONS ARE COMPLETE.—To the extent practicable, the benchmark goals established under paragraph (1) shall provide that—

(i) the Secretary reach a decision on whether a section 14 application is complete not later than 15 days after the date of receipt of the application; and

Determination. Notification.

(ii) if the Secretary determines that a section 14 application is not complete, the Secretary promptly notify the applicant of the specific information that is missing or the analysis that is needed to complete the application.

(B) BENCHMARK GOALS FOR REVIEWING COMPLETED APPLICATIONS.—To the extent practicable, the benchmark goals established under paragraph (1) shall provide that—

(i) the Secretary generally approve or disapprove a completed section 14 application not later than 45

## APPENDIX B: Authority-designated Priority Projects

(Dated: July 24, 2014)

Merced to Fresno
Fresno to Bakersfield
Bakersfield to Palmdale
Palmdale to Burbank
Burbank to Los Angeles
San Jose to Merced
Los Angeles to Anaheim
San Francisco to San Jose
Merced to Sacramento
Los Angeles to San Diego

# APPENIDX C: Corps' Budget Estimate Summary

**California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities**
**BUDGET ESTIMATE SUMMARY**
March 1, 2014

| | |
|---|---|
| **TOTAL REQUEST (3 Years)** | **$1,884,657** |

**Federal 2015 Fiscal Year ( October 1, 2014 - September 30, 2015)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $301,968 | $11,000.00 |
| Sacramento | SPK | $140,039 | $2,500.00 |
| San Francisco | SPN | $132,787 | $2,500.00 |
| | | $574,795 | $16,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 1) | $590,795 |

**Federal 2016 Fiscal Year ( October 1, 2015 - September 30, 2016)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $341,383 | $11,000.00 |
| Sacramento | SPK | $132,496 | $2,500.00 |
| San Francisco | SPN | $144,064 | $2,500.00 |
| | | $617,942 | $16,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 2) | $633,942 |

**Federal 2017 Fiscal Year ( October 1, 2016 - September 30, 2017)**

Breakdown:

| | | Total Labor | Other Direct Costs |
|---|---|---|---|
| Los Angeles | SPL | $362,404 | $11,000.00 |
| Sacramento | SPK | $137,452 | $2,500.00 |
| San Francisco | SPN | $144,064 | $2,500.00 |
| | | $643,919 | $16,000.00 |

| | |
|---|---|
| TOTAL REQUEST (Year 3) | $659,919 |