



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

AGREEMENT NUMBER 4600009722	AMENDMENT NUMBER 4	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **8** PAGES

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

STATE AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

United States Army Corps of Engineers (USACE)

2. The term of this Agreement is:

START DATE

June 1, 2012

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement after this Amendment is:

\$515,755.00

Five Hundred Fifteen Thousand, Seven Hundred Fifty Five 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:

See the attached Memorandum of Agreement between the California Department of Water Resources and the United States Army Corps of Engineers, Amendment 4.

Signatures appear on pages 7 and 8 of the attached Memorandum of Agreement, Amendment 4.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**MEMORANDUM OF AGREEMENT
BETWEEN
THE CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
THE U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into as of this ____ day of _____, between the California Department of Water Resources, Delta Conveyance Office, (hereinafter "DWR") and the Department of the Army, represented by the United States Army Corps of Engineers, Sacramento District (hereinafter the "District"), collectively referred to as "the Parties."

WITNESSETH THAT:

WHEREAS, the United States Army Corps of Engineers ("Corps"), has regulatory 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 (hereinafter, "Section 404"), and navigable waters of the United States pursuant to Section 10 of the Rivers and Harbors Act ("RHA") of 1899, as amended (hereinafter, "Section 10"), and has jurisdiction, pursuant to Section 14 of the RHA (33 U.S.C. § 408) (hereinafter "Section 408"), over all temporary or permanent alterations, occupations or use of any sea wall, bulkhead, jetty, dike, levee, wharf, pier, or other work built by the Corps; and

WHEREAS, Section 214 of the Federal Water Resources Development Act ("WRDA") of 2000, Public Law 106-541 ("WRDA 2000"), as amended and 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 Secretary of the Army has delegated the responsibility of carrying out Section 214 of the WRDA 2000, as amended, to the Chief of Engineers and his delegated representatives; and

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

WHEREAS, DWR is a non-Federal public entity; and

WHEREAS, the District has indicated it is not able, without additional resources, to expedite the evaluation of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects; and

WHEREAS, DWR requires expedited and priority review by the District of certain projects managed by DWR's Delta Conveyance Office and located in or around the Sacramento-San Joaquin Delta and surrounding areas, including the Yolo Bypass; and

WHEREAS, on July 6, 2012, the Parties entered in to a written agreement entitled *Memorandum of Agreement Between the California Department of Water Resources and the U.S. Army Corps of Engineers, Sacramento District*, which was amended on September 27, 2013, December 17, 2015, and

October 9, 2017, collectively referred to as the "2012 MOA"; and

WHEREAS, this MOA is intended to supersede the 2012 MOA in its entirety; and

WHEREAS, the District has issued an initial public notice, regarding its intent to accept and expend funds contributed by DWR; and

WHEREAS, the District has determined that expenditure of funds received from DWR is appropriate, and will issue an informational public notice regarding its decision; and

WHEREAS, it is understood and acknowledged by all Parties that District's review of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects will be completely impartial and in accordance with all applicable Federal laws and regulations.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. - PURPOSE AND AUTHORITIES

Pursuant to Section 214 of WRDA 2000, as amended and codified at 33 U.S.C. § 2352, 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 acceptance and expenditure of funds contributed by the Department to expedite the evaluation of Section 404 and Section 10 permit applications and/or Section 408 requests for DWR-designated priority projects. This MOA is not intended as the exclusive means of obtaining District review of DWR projects. This MOA is a vehicle by which DWR may obtain expedited review of DWR-designated priority projects, outside of the ordinary District review process.

Article II. - SCOPE

- A. DWR will provide funds to the District pursuant to Article V of this MOA to expedite the evaluation of Section 404 and Section 10 permit applications, and/or requests for permission under Section 408 for DWR-designated priority projects under the jurisdiction of the District. The District's operations and maintenance expenses and expenses for its regulatory program are funded as congressionally appropriated line items in the annual Federal budget.
- B. The District's Regulatory Division evaluates permits under Section 404 and Section 10 while the Operations Division evaluates requests for permission under Section 408. Regulatory Division staff will serve as the District's point of contact for this MOA.
- C. The District will establish separate internal financial accounts to track receipt and expenditure of the funds associated with its review of DWR-designated priority projects. The District's employees will charge their time and related expenses against the appropriate account when they do work to expedite review and evaluation of Section 404 and Section 10 permit applications and/or Section 408 requests for permission.

D. Funds contributed by DWR hereunder will mainly be expended to defray the costs of salary, associated benefits, overhead, and travel expenses for existing or additional personnel (including regulatory staff, operations staff, support/clerical staff, and staff of other functional areas of the District) and other costs necessary to expedite the evaluation of DWR-designated priority projects under Section 404, Section 10, and Section 408. Such activities will include, but not be limited to, the following: application and/or Section 408 request review including all necessary engineering documentation, permit database entry, drawing correction, jurisdictional determinations, site visits, public notice preparation, preparation of correspondence, conduct of the public interest review, preparation and/or review of NEPA and/or CEQA/NEPA documents, preparation of draft permit decision documents, meetings with DWR, other agencies, permit compliance, mitigation monitoring, preparation of reports/audits of funds expended to DWR, technical writing, training, travel, field office set up costs, copying, coordination activities, technical contracting, programmatic tool development and/or improvement, acquisition of GIS data, and any other permit and/or permission evaluation-related responsibilities that may be mutually agreed upon.

E. Funds may also be expended to hire contract staff for the purpose of augmenting the resources available to the District's staff for expediting review and evaluation of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects. District staff will notify DWR thirty (30) days in advance before hiring contract staff. If such expenditures, when combined with the costs of the District's staff, require funding in excess of the amount specified in this MOA, then said contractors shall not be hired until and unless additional funds are approved by DWR and memorialized by written amendment to this MOA.

F. The District will not expend funds provided by DWR for costs associated with the review of District work undertaken by supervisors or other persons or elements of the District in the decision-making chain of command; however, if a supervisor is performing staff work and not supervisory oversight, funds may be used. The District will not expend funds provided by DWR to defray the costs of activities related to the District's enforcement functions. "Enforcement functions" are defined as those activities related to investigating work not authorized by the District but which required District authorization. In accordance with the Chief of Engineers' memorandum dated January 19, 2018, as amended on April 15, 2019, funds may not be used to continue activities for DWR, should a lapse of federal appropriations result in shutdown or furlough for the District.

G. If DWR's funds are expended and are not renewed, the Parties will terminate this MOA in accordance with Article X and any remaining Section 404 or Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects will be processed pursuant to the standard review procedures, in a manner decided by the District.

Article III. - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the District and the DWR, 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 Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects. Each party will issue a letter to the other designating the Principal Representative for each party.

Article IV. - RESPONSIBILITIES OF THE PARTIES

A. The DWR shall:

1. Provide adequate information regarding priority projects, scheduling requirements, and other specific activities to initiate evaluation of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects. Upon request, DWR shall provide supplemental information necessary to assure the District can effectively accomplish the required review.
2. Make a reasonable effort to provide the District with information on other projects with DWR involvement that may affect the District's workload and staff availability (e.g., schedules for projects with individual permits or requests to modify federal projects).
3. In consultation with the District, schedule the District's involvement in the priority projects identified by DWR.
4. To the best of its ability, ensure the participation of all essential personnel, water contractors, and decision makers during the permit application and/or request for permission evaluation process.
5. Work closely with the District to resolve workload conflicts and adjust priorities and schedules in order to make optimal use of available staff resources, to include providing the District with information about project workload and priorities on a quarterly basis.
6. Develop in cooperation with the District, a schedule for the evaluation of permit applications and/or requests for permission under the jurisdiction of the Army required for the DWR-designated priority projects.
7. Provide office space and support for one person from the District to be co-located with key DWR staff, upon request by the District. The purpose of this embedment staff is to facilitate review and processing of Section 404 and Section 10 permit applications and/or Section 408 requests for DWR-designated priority projects.

B. The District shall:

1. Expedite review of Section 404 and Section 10 permit applications and/or requests for permission under Section 408 for DWR-designated priority projects, in accordance with the purpose, terms, and conditions of this MOA. The District shall not redirect resources from, or otherwise postpone, other DWR projects submitted through the standard District review process.
2. Develop in collaboration with DWR a schedule for the evaluation of requests for permits or permission under the jurisdiction of the Army required for DWR-designated priority projects.
3. Consult with DWR regarding an adjustment of priorities or establishment of relative priorities if the current and/or projected workload of DWR-designated priority projects and activities exceeds District's ability to provide the services specified in this MOA.
4. Provide DWR a quarterly summary report of progress made under this MOA. This report will describe achievements, including any improvements the District has documented in coordinating and

improving the efficiency of environmental reviews, and will summarize expenditures to date. The report also will identify any recommendations for improving consultation and coordination among the Parties to this MOA.

5. Designate Regulatory and Operations Project Managers who will make his or her best efforts to attend periodic meetings with DWR.
6. At District's discretion, co-locate with DWR staff one District staff on a part-time or full-time basis, to work with DWR to facilitate review and processing of Section 404 and Section 10 permit applications and/or Section 408 requests necessary for the implementation of DWR-designated priority projects.

Article V. FUNDING

A. DWR will pay the District an amount not to exceed \$515,755, or the maximum amount specified in any subsequent amendments to the MOA. The District will use DWR funds for purposes of expediting the District's review of Section 404 and Section 10 permit applications and/or Section 408 requests, as described in Article II, for the term of this MOA.

B. DWR may elect to request an amendment pursuant to Article X to extend the term of this MOA and fund the costs of expediting the District's review and evaluation of permit applications and requests for permission under Section 408 beyond December 31, 2023. In the event DWR elects to continue services under this MOA beyond December 31, 2023, no later than September 30, 2023, and annually thereafter, DWR shall provide written notice of this decision to the District's Principle Representative. DWR and the District will agree on the amount of funding required for succeeding federal fiscal years, including any proposed changes in the level of staffing, at least thirty (30) days prior to the end of each federal fiscal year. Upon agreement on the amount of funding, and in advance of the District incurring any costs for the next federal fiscal year, DWR will make a lump sum payment to the District totaling one-half of the agreed upon funding amount. A second lump sum payment will be made six (6) months from the date of agreement.

C. Costs incurred by the District under this MOA may increase due to the Federal Government's General Schedule increases and locality pay adjustments. In the event of such increases, the District will promptly notify DWR of the additional amount necessary to continue services under this MOA. Upon receipt of such notice, and no later than sixty (60) calendar days after receipt, DWR may either make a lump sum payment for the additional amount, continue the same level of service until funds are expended, or agree to a reduced level of service.

D. Funds will be payable in two lump sum payments, the first payment of which will be made in advance of the District incurring any financial obligations under this MOA and no later than ninety (90) days after the effective date of this MOA as defined in Article XI. The second lump-sum payment will be made no later than six (6) months after the effective date of this MOA. Payment will be made by check or electronic funds transfer to the Finance and Accounting Officer, U.S. Army Corps of Engineers, Sacramento District.

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

F. Any carry-over funds from year to year would be credited to the following fiscal year's payment or refunded if this MOA is terminated or expires.

G. DWR will provide office space and necessary office support for one District personnel per the terms of Article IV.

Article VI. - APPLICABLE LAWS

All 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 and/or requests for permission under Section 408 associated with DWR-designated priority projects, undertaken by the District, will be governed by District regulations, policies and procedures.

Article VII. - DISPUTE RESOLUTION

The Parties agree that, in the event of a dispute between the Parties, DWR and the District shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, the Parties shall proceed in accordance with applicable Federal law.

Article VIII. - PUBLIC INFORMATION

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

Article IX. - MISCELLANEOUS

A. This MOA will not affect any pre-existing or independent relationships or obligations between DWR and the District, except that this MOA is intended to supersede the 2012 MOA in its entirety.

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

C. The District's participation in this MOA does not imply endorsement of DWR projects nor does it diminish, modify, or otherwise affect the District's statutory or regulatory authorities.

D. This MOA, including any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in paragraph A above, constitute the entire agreement between the Parties.

Article X. - AMENDMENT, MODIFICATION AND TERMINATION

A. This Agreement may be modified or amended only by written, mutual agreement of the Parties. Either party may terminate this MOA prior to its expiration date by providing written notice to the other party. Such termination shall be effective upon the sixtieth (60th) calendar day following notice, unless a later date is set forth. In the event of termination, DWR shall continue to be responsible for all costs incurred by the District under this MOA prior to the effective date of such termination and for the costs of closing out or transferring any on-going DWR-designated priority projects.

B. Within ninety (90) days of termination, or expiration of the MOA, the District shall conduct an accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, and subject to compliance with the Antideficiency Act (31 U.S.C. §1341, et seq.), the District shall return to DWR any funds advanced in excess of the actual costs. Funds may be provided to DWR either by check or by electronic funds transfer.

Article XI. - EFFECTIVE DATE AND DURATION

This MOA will become effective when signed by both DWR and the District. This MOA shall remain in force until December 31, 2023, unless amended or terminated prior to that date in accordance with Article X. In the event the MOA is amended prior to December 31, 2023, this MOA will remain in effect for the duration specified in such amendment or any subsequent amendments.

Article XII. - INTEGRATION

This MOA, including any documents incorporated-by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

Article XIII. - ADVANCE PAYMENT FOR FEDERAL AGREEMENTS

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

IN WITNESS WHEREOF, the Agreement is executed by the California Department of Water Resources acting by and through its Director, or his/her designee, and by the U.S. Army Corps of Engineers, through its authorized officer and shall become effective upon the date it is signed by both DWR and the District.

For the California Department of Water Resources:



Carolyn Buckman
Environmental Program Manager
Delta Conveyance Office

Date: 1/7/20

For the U.S. Army Corps of Engineers
U.S. Army Engineer District, Sacramento

for 

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

Date: 23 December 2019

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Page _____

AGREEMENT NUMBER	AMENDMENT NUMBER
00009722	
REGISTRATION NUMBER	
epupload	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Water Resources
CONTRACTOR'S NAME
United States Army Corps of Engineers (USACE)
- The term of this Agreement is **June 1, 2012** through **December 1, 2020**.
This agreement shall not become effective until approved by the Department of General Services.
- The maximum amount of this Agreement after this amendment is: **\$ 515,755.00**
Five Hundred Fifteen thousand Seven Hundred Fifty Five Dollars and No Cents.
- 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:

See the attached Memorandum of Agreement between the California Department of Water Resources and the U.S. Army Corps of Engineers, Sacramento District, Amendment .

Signatures appear on pages 2 and 3 of the attached Memorandum of Agreement, Amendment .

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

CONTRACTOR		<p align="center">CALIFORNIA Department of General Services Use Only</p> <p align="center">APPROVED</p> <p align="center">NOV 14 2017</p> <p align="center">OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES</p>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<p align="center">STATE OF CALIFORNIA</p>		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

Approved as to legal form and sufficiency:
[Signature]
Asst. Chief Counsel, DWR

AMENDMENT NO. 3

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES
AND THE U.S. ARMY CORPS OF ENGINEERS,
SACRAMENTO DISTRICT**

THIS AMENDMENT NO. 3 is entered into as of this _____ day of _____, 2017, between the California Department of Water Resources, (hereinafter the "Department"), and the Department of the Army, represented by the United States Army Corps of Engineers, Sacramento District, (hereinafter the "District"), collectively referred to as "the Parties".

WITNESSETH THAT:

WHEREAS, Section 214 of the federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended, authorizes the Secretary of the Army, after public notice, to "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"; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out Section 214 of 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, has delegated responsibility to the District and Division Engineers of the Corps to accept and expend funds contributed by non-federal entities, subject to certain limitations and has renewed the delegation by memorandum dated August 3, 2015; and

WHEREAS, on July 6, 2012, the Department and the District entered into a written agreement entitled *Memorandum of Agreement Between the California Department of Water Resources and the US. Army Corps of Engineers, Sacramento District* ("MOA"), pursuant to WRDA 2000, and;

WHEREAS, on September 27, 2013, the Department and the District executed. Amendment Number 1 to the MOA, and

WHEREAS, on December 17, 2015, the Department and the District executed. Amendment Number 2 to the MOA, and

WHEREAS, the Department continues to require the District's expedited and priority review of certain Bay Delta Conservation Plan projects in the Sacramento-San Joaquin Delta and surrounding areas, including Yolo Bypass; and

WHEREAS, the Department and the District mutually desire to further amend the MOA.

NOW, THEREFORE, the Department and the District agree as follows:

1. MOA Article V. **FUNDING** will be amended by deleting subparagraph A. in its entirety and replacing it with:

“A. The Department will pay the District an amount not to exceed \$515,755, or the maximum amount specified in any subsequent amendments to the MOA. The District will use Department funds for purposes of funding project managers, including overhead and associated support personnel, as described in Article II, for the term of this MOA.”

2. MOA Article XI. **EFFECTIVE DATE AND DURATION** will be deleted in its entirety and replaced with:

"This MOA will become effective when signed by both the Department and the District. This MOA shall remain in force until December 31, 2020, unless amended or terminated prior to that date in accordance with Article X. In the event the MOA is amended prior to December 31, 2020, this MOA will remain in effect for the duration specified in such amendment or any subsequent amendments."

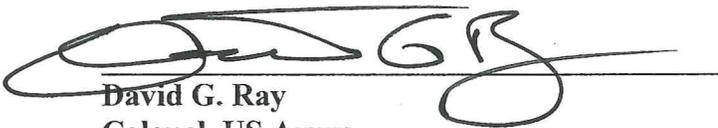
3. All other terms and conditions of the MOA shall remain unchanged.

IN WITNESS WHEREOF, this AMENDMENT NO. 3 to the MOA is executed by the Department, acting by and through its Director or his designee and by the District through its authorized officer and shall become effective upon the date it is signed by both the Department and the District.

**For the U.S. Army Corps of Engineers
U.S. Army Engineer District, Sacramento**

By (Authorized Signature)

Date Signed



**David G. Ray
Colonel, US Army
District Commander**

6 OCT 2017

For the California Department of Water Resources:

By (Authorized Signature)



Dean Messer, Chief
Division of Environmental Services

Date Signed



STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

CHECK RE IF ADDITIONAL PAGES AR ATTACHED _____ Pages

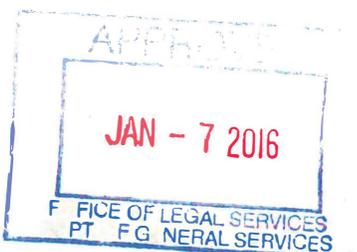
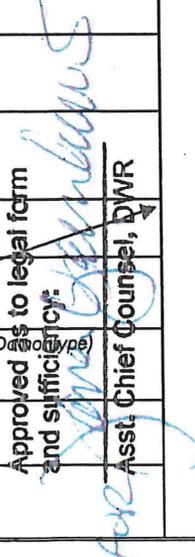
AGREEMENT NUMBER 4600009722	AMENDMENT NUMBER 2
REGISTRATION NUMBER	
ep# 1231410	

- his Agreement is entered into between the State Agency nd Contractor Approved as to legal form and sufficiency:
STATE AGENCY'S NAME
Department of ter esources
CONTRACTOR'S NAME
nited States Army Corps of Engineers (USACE) **Asst. Chief Counsel, DWR**
- The term of this Agreement is June 1, 2012 through December 31, 2017
This agreement shall not become effective until approved by the United States Army Corps of Engineers.
- he maximum amount of this Agreement after this amendment is: \$ 415,755.00
Four Hundred Fifteen even Hundred Fifty Five Dollars and o Cents
- The parties mutually agree to this mendment s follows. All tions noted elow re y this reference made part of the Agreement and in orpor ted herein:

See the ttached **Memorandum of Agreement between the alifornia Department of Water Resources and the U.S. Army Corps of Engineers, Sacramento District, Amendment 2.**

Signatures appear on page 2 and 3 of the attached Memorandum of Agreement, Amendment 2

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only  
CONTRACTOR'S NAME (If other than an Individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		Approved as to legal form and sufficiency:  Asst. Chief Counsel, DWR
AGENCY NAME		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

AMENDMENT NO. 2**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES
AND THE U.S. ARMY CORPS OF ENGINEERS,
SACRAMENTO DISTRICT**

THIS AMENDMENT NO. 2 is entered into as of this ____ day of _____, 2015, between the California Department of Water Resources, (hereinafter the "Department"), and the Department of the Army, represented by the United States Army Corps of Engineers, Sacramento District, (hereinafter the "District"), collectively referred to as "the Parties".

WITNESSETH THAT:

WHEREAS, Section 214 of the federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended, authorizes the Secretary of the Army, after public notice, to "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"; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out Section 214 of 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, has delegated responsibility to the District and Division Engineers of the Corps to accept and expend funds contributed by non-federal entities, subject to certain limitations and has renewed the delegation by memorandum dated August 3, 2015; and

WHEREAS, on July 6, 2012, the Department and the District entered into a written agreement entitled *Memorandum of Agreement Between the California Department of Water Resources and the U.S. Army Corps of Engineers, Sacramento District* ("MOA"), pursuant to WRDA 2000, and;

WHEREAS, on September 27, 2013, the Department and the District executed Amendment Number 1 to the MOA, and

WHEREAS, the Department continues to require the District's expedited and priority review of certain Bay Delta Conservation Plan projects in the Sacramento-San Joaquin Delta and surrounding areas, including Yolo Bypass; and

WHEREAS, the Department and the District mutually desire to further amend the MOA.

NOW, THEREFORE, the Department and the District agree as follows:

1. MOA Article . FUN ING will be amended by deleting subparagraph A. in its entirety and replacing it with:

“A. The Department will pay the District an amount not to exceed \$415,755, or the maximum amount specified in any subsequent amendments to the MOA. The District will use Department funds for purposes of funding project managers, including overhead and associated support personnel, as described in Article II, for the term of this MOA.”

2. MOA Article XI. EFFECTIVE ATE ND URATION will be deleted in its entirety and replaced with:

“This MOA will become effective when signed by both the Department and the District. This MOA shall remain in force until December 31, 2017, unless amended or terminated prior to that date in accordance with Article X. In the event the MOA is amended prior to December 31, 2017, this MOA will remain in effect for the duration specified in such amendment or any subsequent amendments.”

3. All other terms and conditions of the MOA shall remain unchanged.

IN WITNESS WHEREOF, this AMENDMENT NO. 2 to the MOA is executed by the Department, acting by and through its Director or his designee and by the District through its authorized officer and shall become effective upon the date it is signed by both the Department and the District.

**For the U.S. Army Corps of Engineers
U.S. Army Engineer District, Sacramento**

y (Authorized Signature)

Date Signed



Michael J. Farrell
Colonel, US Army
District Commander

15 DEC 15

For the California Department of Water Resources:

By (Authorized Signature)

Date signed



Dean F. Messer, Chief
Division of Environmental Services

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER 4600009722	AMENDMENT NUMBER 1
REGISTRATION NUMBER eP #1231410	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Water Resources
 CONTRACTOR'S NAME
United States Army Corps of Engineers
- The term of this June 1, 2012 through December 31, 2016
 Agreement is This agreement shall not become effective until approved by the Department of the Army Corps of Engineers.
- The maximum amount of this \$ 300,755.00
 Agreement after this amendment is: Three hundred thousand seven hundred fifty five dollars and no cents.

- Std. 213, Original Agreement, Paragraph 2, is hereby amended to read: Extend the termination date by two years and seven months, from May 31, 2013 to December 31, 2016. The term of this agreement begins on June 1, 2012 and terminates on December 31, 2016. This time extension will allow the contractor to complete the work needed to support Bay Delta Conservation Plan.
- Std. 213, Original Agreement, Paragraph 3, is hereby amended to read: Increase the maximum amount payable by \$200,755.00 from contract amount of \$100,000.00 to \$300,755.00. The maximum amount payable under this Agreement shall not exceed \$300,755.00. This increase is crucial to the Department and will allow the United States Army Corps of Engineers to continue funding the evaluation of Bay Delta Conservation Plan projects under the jurisdiction of the District.
- All other terms and conditions of Agreement 4600009722 shall remain the same.

See attached page 2 of 2 for signatures.

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

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

CALIFORNIA
 Department of General Services
 Use Only

APPROVED

OCT 30 2013

DEPT OF GENERAL SERVICES

Kyate

Approved as to legal form and sufficiency:
[Signature]
 Facilitator Chief Counsel, DWR

Cost Proposal:

CA Department of Water Resources - U.S. Army Corps of Engineers, Sacramento District
 Technical Assistance and Environmental Coordination Agreement for BDCP Activities and Related Projects

State Fiscal Year 2014 (July 1, 2013 - June 30, 2014)						
Tasks	Total Staff Days	Rate	Staff Days (Jul-Dec 2013)	Cost (Jul-Dec 2013)	Staff days (Jan-Jun 2014)	Cost (Jan-Jun 2014)
Personnel Costs						
Planning and Coordination	36	\$728	12	\$8,738.30	24	\$17,476.61
NEPA/404/10 Integration Technical Assistance	50	\$728	20	\$14,563.84	30	\$21,845.76
Jurisdictional Determinations	60	\$978	15	\$14,664.96	45	\$43,994.88
EIS Reviews (Regulatory)	20	\$728	10	\$7,281.92	10	\$7,281.92
EIS Reviews (Regulatory, Management)	10	\$1,656	5	\$8,278.40	5	\$8,278.40
EIS Reviews (Counsel)	10	\$1,213	5	\$6,065.28	5	\$6,065.28
Section 106 Technical Services (Archeologist, etc)	20	\$705	0	\$0.00	20	\$14,108.16
Administrative Reporting	7	\$450	4	\$1,576.06	3	\$1,350.91
General Legal Review (Counsel)	10	\$1,213	5	\$6,065.28	5	\$6,065.28
Support work of GS-11 for misc. activities and permitting	10	\$705	5	\$3,527.04	5	\$3,527.04
Subtotal Personnel Costs	233		81	\$70,761	152	\$129,994
Direct Costs:						
Subtotal Direct Costs				\$0		
Total:	233					\$200,755

State Fiscal Year 2014 <i>includes estimated 1% COLA</i>						
Rate Calculations (Rates are based on 0401 occupational series unless otherwise indicated)	GS-7 (05) (0303 series)	GS-11 (07)	GS-12 (02)	GS-13 (06)	GS-13 (0819 series)	GS-14 (0905 series)
Effective Hourly Rate	\$35.18	\$55.11	\$56.89	\$76.38	\$129.35	\$94.77
Effective Daily Rate (hourly rate x 8 hours)	\$281.44	\$440.88	\$455.12	\$611.04	\$1,034.80	\$758.16
Overhead (Departmental 38% + District 22% = 60%)	\$168.86	\$264.53	\$273.07	\$366.62	\$620.88	\$454.90
Total Daily Rate (Effective Daily Rate + OH)	\$450.30	\$705.41	\$728.19	\$977.66	\$1,655.68	\$1,213.06

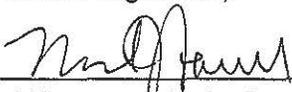
IN WITNESS WHEREOF, the parties have executed this agreement that shall become effective upon the date it is signed by United States Army Corps of Engineers and the Department of Water Resources.

Contractor:

United States Army Corps of Engineers
U.S. Army Sacramento District of Engineers

By (Authorized Signature)

Date Signed



Colonel, US Army, District Engineer

16 Sep 13

State of California:

Department of Water Resources
Division of Environmental Services

By (Authorized Signature)

Date Signed



Dean Messer, Chief, Division of Environmental Services

9/27/13

AGREEMENT SUMMARY

STD 215 (Rev 1/2013)

AGREEMENT NUMBER

AMENDMENT NUMBER

4600009722

1

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME United States Army Corps of Engineers		2. FEDERAL I.D. NUMBER 94-6027112
3. AGENCY TRANSMITTING AGREEMENT Department of Water Resources	4. DIVISION, BUREAU, OR OTHER UNIT Division of Environmental Services	5. AGENCY BILLING CODE 81000

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Jacqueline Nelson (916) 653-6097 or jacqueline.nelson@water.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Continue funding for the evaluation of Bay Delta Conservation Plan projects under the jurisdiction of the District.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

This contract amendment is to extend the termination date of the contract by three (3) years and seven (7) months: May 31, 2013 to December 31, 2016. In addition to increasing the time, this amendment is to increase the contract amount payable from \$100,000.00 to \$300,755.00. The amendment is needed to allow the contractor to complete the work needed to support Bay Delta Conservation Plan and to continue funding the evaluation of Bay Delta Conservation Plan projects under the jurisdiction of the District.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) **Two advanced payments, July – December 2013 \$70,761 and January – June 2014 \$129,994**

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
WRRF	3860-902-0691	13/14	186/86	Sec 135 WC	\$ 200,755.00

OBJECT CODE	WBS: E.4421.2100.231	GL: 9032641801	AGREEMENT TOTAL	\$ 200,755.00
OPTIONAL USE	Program Manager: Cassandra Enos (916) 651-2987		AMOUNT ENCUMBERED BY THIS DOCUMENT	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.			\$ 200,755.00	
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	
See attached funding strip			\$ 100,000.00	
			TOTAL AMOUNT ENCUMBERED TO DATE	
			\$ 300,755.00	

AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	06/01/12	05/31/13	\$ 100,000.00	Exempt - Federal
Amendment No. 1	06/01/12	12/31/16	\$ 200,755.00	Money & time extension
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 300,755.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 01/2013)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)* **SCM 5.80.A.5**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Amendment

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Amendment

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The price is reasonable based on comparable work performed for DWR by other entities, similar work performed by the US for other agencies, and budget developed between DWR and USACE for this contract.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b),3
 Justification for the Agreement is described below.

Justification:

There is no change to the scope of work. The study will be prepared by the USACE certified engineers to the standard set forth by Section 404 of the Clean Water Act (CWA) and Sections 10 and 14 of the Rivers and Harbors Act of 1899 (RHA). The goals and purposes of this agreement cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Explain:

DVBE participation is not applicable to Federal entities.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? *(If YES, provide justification)*

- NO YES

It is in the best interest of the Department to enter into a multi-year contract to maintain funding and consistency of evaluations to the Bay Delta Conservation Plan projects under the jurisdiction of the District.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE



DATE SIGNED

9/27/13

Dean F. Messer, Chief, Division of Environmental Services

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

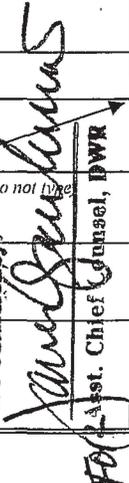
AGREEMENT NUMBER 4600009722
REGISTRATION NUMBER ep1231410

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S AGENCY
Department of Water Resources
 CONTRACTOR'S AGENCY
United States Army Corps of Engineers
- The term of this Agreement is: June 1, 2012 through May 31, 2013
 This agreement shall not come effective until approved by Department of the Army Corps of Engineers.
- The maximum amount of this Agreement is: \$ 100,000.00
One Hundred Thousand Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which refer by this reference made part of the Agreement.

See attached Memorandum of Agreement Between the State of California Department of Water Resources and the U.S. Department of the Army Corps of Engineers for the Bay Delta Conservation Plan (BDCP) to expedite the evaluations of the permits under the jurisdiction of the Army's initial projects in the Sacramento – San Joaquin Delta and surrounding areas, including the Yolo Bypass.

Signatures appear on page 7 of 7 of the Memorandum of Agreement.

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

CONTRACTOR		California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether corporation, partnership, etc.)		 <div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED JUN - 012 </div> DEPT OF GENERAL SERVICES	
BY (Authorized Signature)	DATE SIGNED (Do not type)		
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
STATE OF CALIFORNIA			
AGENCY NAME			
BY (Authorized Signature)	DATE SIGNED (Do not type)	 Approved as to legal form and sufficiency: FO-2 Asst. Chief Counsel, DWR	
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			

**MEMORANDUM OF AGREEMENT
BETWEEN THE CALIFORNIA DEPARTMENT OF WATER
RESOURCES
AND THE U.S. ARMY CORPS OF ENGINEERS,
SACRAMENTO DISTRICT**

THIS AGREEMENT is entered into as of this 6th day of July 2012, between the California Department of Water Resources, (hereinafter the "Department") and the Department of the Army, represented by the United States Army Corps of Engineers, Sacramento District (hereinafter the "District"), collectively referred to as "the Parties."

WITNESSETH THAT:

WHEREAS, the United States Army Corps of Engineers ("Corps"), has jurisdiction over certain activities occurring in United States, including wetlands, and

WHEREAS, Section 214 of the federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law 111-315, 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 by Public Law 111-315, 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 of permits of the non-Federal entity related to projects for a public purpose; and

WHEREAS, the Department requires expedited and priority review by the District of certain Bay Delta Conservation Plan (BDCP) initial projects in the Sacramento-San Joaquin Delta and surrounding areas, including the Yolo Bypass; and

WHEREAS, the District issued an initial Public Notice dated March 27, 2012, regarding its intent to accept and expend funds contributed by non-Federal public entities for such purposes; and

WHEREAS, the District has determined that expenditure of funds received from the Department will be in compliance with Section 214 of WRDA 2000, as amended by Public Law 111-315; and

WHEREAS, it is understood and acknowledged by all Parties that District' review of Department projects will be completely impartial and in accordance with all applicable Federal laws and regulations; and

WHEREAS, the Department is a non-Federal public entity.

NOW, THEREFORE, the Department and the District agree as follows:

AGREEMENT

Article I. - PURPOSE AND AUTHORITIES

Pursuant to Section 214 of RDA 2000, as amended by Public Law 111-315, 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 acceptance and expenditure of funds contributed by the Department to expedite the evaluation of permits under the jurisdiction of the Army under Section 404 of the Clean Water Act (CWA) and Sections 10 and 14 of the Rivers and Harbors Act of 1899 (RHA). This MOA is not intended as the exclusive means of obtaining District review of Department projects. This MOA is a vehicle by which the Department may obtain expedited review of Department projects designated as a priority, outside of the ordinary District review process.

Article II. - SCOPE

A. The Department will provide funds to the District for federal fiscal year (FY) 12 to expedite the evaluation of Department projects under the jurisdiction of the District. The Department may elect to extend the funding beyond FY 12, subject to the terms of this MOA. The phrase "federal fiscal year" in this MOA refers to the period beginning October 1 of each year and ending on September 30 of the following year. The District's regulatory program is funded as a congressionally appropriated line item in the annual Federal budget. Funds received from the Department will be used to augment the District regulatory budget in accordance with the provisions of WRDA 2000, as amended.

B. The District's Regulatory Division evaluates permits under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. The District's Construction-Operations Division evaluates permits under Section 14 of the Rivers and Harbors Act of 1899. Regulatory Division staff will serve as the District's point of contact for this MOA.

C. The District will establish a separate account to track receipt and expenditure of the funds associated with its review of Department priority projects. District employees will charge their time against the account when they go to work to expedite resolution of Department permit requests.

D. Funds contributed by the Department hereunder will mainly be expended to defray the costs of salary, associated benefits, overhead, and travel expenses for existing or additional

personnel (including regulatory staff, support/clerical staff, and staff of other functional areas of the District) and other costs in order to expedite the evaluation of permit requests submitted by the Department for the BDCP projects. Such activities will include, but not be limited to, the following: application review, permit database entry, drawing correction, jurisdictional determinations, site visits, public notice preparation, preparation of correspondence, conduct of the public interest review, preparation of draft permit decision documents, meetings with the Department, agencies and applicants, permit compliance, mitigation monitoring, preparation of reports/audits of funds expensed to the Department, technical writing, training, travel, field office set up costs, copying, coordination activities, technical contracting, programmatic tool development and/or improvement, acquisition of GIS data, and any other permit evaluation-related responsibilities that may be mutually agreed upon. Funds will not be expended for review by supervisors or other persons or elements of the District in the decision-making chain of command. Enforcement activities will not be paid for from the funds contributed by the Department, nor will such funds be used to pay for the costs of public hearings and distribution of public notices. e

E. Funds may also be expended to hire contract staff for the purpose of augmenting the resources available to the District regulatory staff for expediting priority permit applications submitted by the Department for the BDCP projects. If such expenditures, when combined with the costs of the regulatory staff, require funding in excess of the amount specified in this, then said contractors shall not be hired until and unless additional funds are approved by the Department and memorialized by written amendment to this MOA..e

F. If the Department's funds are expended and are not renewed, the Parties will terminate this MOA in accordance with Article X.A and any remaining Department priority permit applications or requests for permission under Section 4 of the RHA will be processed pursuant to the standard review procedures under the CWA and/or RHA, in a manner decided by the assigned Regulatory or Construction-Operations Project Manager and his or her supervisor.e

Article III. -INTERAGENCY COMMUNICATIONS e

To provide for consistent and effective communication between the District and the Department, 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. Each party will issue a delegation letter to the other designating the Principal Representative for each agency. e

Article IV. -RESPONSIBILITIES OF THE PARTIES e

A. The Department shall:e

1. Provide adequate information regarding priority projects and other specific activities to initiate evaluation of the project. Upon request, the Department shall provide supplemental information necessary to assure the District can effectively accomplish the required review. e
2. Make a reasonable effort to provide the District with information on other projects with Department involvement that may affect the District's workload and staff availability (e.g., e

schedules for projects with individual permits or requests to modify federal projects under RHA tion 14, other than minor, low impact modifications).

3. In consultation with the District, schedule District involvement in the priority projects identified by the Department.

4. To the best of its ability, ensure the participation of all essential personnel, water contractors, and decision makers during the District's evaluation process.

5. Work closely with the District to resolve workload conflicts and adjust priorities and schedules in order to make optimal use of available staff resources.

6. Develop in cooperation with the District, a schedule for the evaluation of permits under the jurisdiction of the Army required for the BDCP.

7. Provide office space and support for one person from the District to be co-located with key Department staff. The purpose of this embedment staff is to facilitate review and processing of pertinent Department of Army permits necessary for the implementation of BDCP.

B. The District shall:

1. Expedite its review process in accordance with the purpose, terms, and conditions of this MOA. The District shall not redirect resources from, or otherwise postpone, other Department projects submitted through the standard District review process.

2. Develop in collaboration with the Department a schedule for the evaluation of permits under the jurisdiction of the Army required for the BDCP.

3. Consult with the Department regarding an adjustment of priorities or establishment of relative priorities if the current and/or projected workload of priority projects and activities exceeds District's ability to provide the services specified in this MOA.

4. Provide the Department a quarterly summary report of progress made under this MOA. This report will describe achievements, including any improvements the District has documented in coordinating and improving the efficiency of environmental reviews, and will summarize expenditures to date. The report also will identify any recommendations for improving consultation and coordination among the Parties to this MOA.

5. Designate Regulatory and Construction-Operations Project Managers who will make his or her best efforts to attend periodic meeting with the Department.

6. Co-locate with Department staff one District staff to work with the Department to facilitate review and processing of pertinent Department of Army permits necessary for the implementation of BDCP. District staff will co-locate on a part-time basis dependent on support needs.

Article V. FUNDING

A. The Department will pay the District an amount not to exceed \$100,000 for purposes of funding project managers, including overhead and associated support personnel for the term of this MOA.

B. The Department may elect to extend the services under this MOA and fund the costs of the project managers during federal fiscal years subsequent to FY 12 for as long as this MOA remains in effect. In the event the Department elects to continue services under this MOA beyond FY 12, no later than June 30, 2012 and annually thereafter, the Department shall provide written notice of this decision to the District's Principle Representative. The Department and the District will agree on the amount of funding required for succeeding federal fiscal years, including any proposed changes in the level of staffing, at least thirty (30) days prior to the end of each federal fiscal year. Upon agreement on the amount of funding, and in advance of the District incurring any costs for the next federal fiscal year, the Department will make a lump sum payment to the District totaling one-half of the agreed upon funding amount. A second lump sum payment will be made six (6) months from the date of agreement.

C. Costs incurred by the District under this MOA may increase due to the Federal Government's General Schedule increases and locality pay adjustments. In the event of such increases, the District will promptly notify the Department of the additional amount necessary to continue services under this MOA. Upon receipt of such notice, the Department shall either make a lump sum payment for the additional amount or agree to a reduced level of service.

D. Funds will be payable in two lump sum payments, the first payment of which will be made in advance of the District incurring any financial obligations under this MOA and no later than ninety (90) days after the effective date of this MOA as defined in Article XI. The second lump-sum payment will be made no later than six (6) months after the effective date of this MOA. Payment will be made by check or electronic funds transfer to the Finance and Accounting Officer, U.S. Army Corps of Engineers, Sacramento District.

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

F. Any carry-over funds from year to year would be credited to the following fiscal year's payment, or refunded if this MOA is terminated or expires.

G. The Department will provide office space and necessary office support for one District personnel per the terms of Article IV.

Article VI. -APPLICABLE LAWS

All 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 expedited actions undertaken by District will be governed by District regulations, policies and procedures.

Article VII. - DISPUTE RESOLUTION

The Parties agree that, in the event of a dispute between the Parties, the Department and the District shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they shall refer the dispute for resolution to an appropriate forum in accordance with Federal law.

Article VIII. - PUBLIC INFORMATION

The District will not be responsible for justifying or explaining Department programs or projects before other agencies, departments and offices. The District may provide, upon request from the Department, any assistance necessary to support justification or explanations of activities conducted under this MOA. In general, the District is responsible only for public information regarding District regulatory activities or activities under RHA Section 14. The Department will give the District advance notice before making formal, official statements regarding District activities funded under this MOA.

Article IX. - MISCELLANEOUS

A. Other Relationships or Obligations

This MOA will not affect any pre-existing or independent relationships or obligations between the Department and the District.

B. Severability

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

Article X. - AMENDMENT, MODIFICATION AND TERMINATION

A. This Agreement may be modified or amended only by written, mutual agreement of the Parties. Either party may terminate this MOA prior to its expiration date by providing written notice to the other party. Such termination shall be effective upon the sixtieth (60th) calendar day following notice, unless a later date is set forth. In the event of termination, the Department shall continue to be responsible for all costs incurred by the District under this MOA prior to the effective date of such termination and for the costs of closing out or transferring any on-going Department priority projects.

B. Within ninety (90) days of termination, or expiration of the MOA, the District shall conduct an accounting to determine the actual costs of the work. Within thirty (30) days of

completion of this accounting, the District shall return to the Department any funds advanced in excess of the actual costs. Funds may be provided to the Department either by check or by electronic funds transfer.

Article XI. - EFFECTIVE DATE AND DURATION

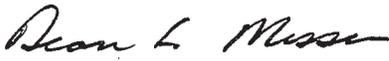
This MOA will become effective when signed by both the Department and the District. This MOA shall remain in force until the earlier of the following events: (1) December 31, 2016, unless the sunset clause in Section 214 of WRDA 2000, as amended by Public Law 111-315, is extended prior to that date, in which case the MOA will remain in effect for the duration of the statutory extension; or (2) the MOA is terminated pursuant to Article X.

Article XII. - INTEGRATION

This MOA, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

IN WITNESS WHEREOF, the Agreement is executed by the California Department of Water Resources acting by and through its Director, or his designee, and by the U.S. Army Corps of Engineers, through its authorized officer.

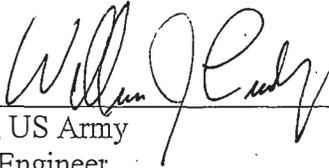
For the California Department of Water Resources:



Dean Messer, Chief, Division of Environmental Services

Date: 5/17/12

For the U. S. Army Sacramento District c



Colonel, US Army
District Engineer

Date: 6 July 2012

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
460 9722	

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME United States Army Corps of Engineers	2. FEDERAL I.D. NUMBER 94-6027112
--	---

3. AGENCY TRANSMITTING AGREEMENT Department of Water Resources	4. DIVISION, BUREAU, OR OTHER UNIT Division of Environmental Services	5. AGENCY BILLING CODE 810
--	---	--------------------------------------

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Nita Khushal (916) 653-5526 nkhushal@water.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Section 404 of the Clean Water Act and Sections 10 and 14 of the Rivers and Harbors Act of 1899.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The contract is between The U.S. Army Corps of Engineers (USACE) & DWR. DWR will provide funds to the district to expedite the evaluation of Departments projects under the jurisdiction of the District. The contractor will expedite the evaluation of permits under the jurisdiction of the Army under Section 404 of the Clean Water Act and Sections 1 and 14 of the Rivers and Harbors Act of 1899.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ 100,000.00 or _____ %
 OTHER (Explain) Advance Payment, \$50,000 FY 11/12, \$50,000 FY 12/13

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
WRRF	3860-902-0691	11/12	186/86	Sec 135 WC	\$ 5 . 0.0
WRRF	3860-902-0691	12/13	186/86	Sec 135 WC	\$ 50. 0.0

OBJECT CODE WBS: E.4421.21 .231 GL: 9032641801	AGREEMENT TOTAL	\$ 10 ,0 .0
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OPTIONAL USE Program Manager : Cassandra Enos (916) 651-2987	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 50,0 .0
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I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRI R AMOUNT ENCUMBERED FOR HIS AGREEMENT	\$ 0.0
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ACCOUNTING OFFICER'S SIGNATURE See attached funding strip	DATE SIGNED	AL AMOUNT ENCUMBERED TO DATE
		\$ 50,0 .0

12. AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	6/01/12	05/31/13	\$ 10 ,0 .0	Exempt - Federal
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 10 ,0 .0	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT *(Attach justification if secondary method is used)* SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)**(Attach STD. 821)**(Give authority for exempt status)***SCM 5.80.B.3.b**NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Federal

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Federal

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The price is reasonable based on comparable work performed for DWR by other entities, similar work performed by the US for other agencies, and budget developed between DWR and USACE for this contract.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)* Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b)(3) Justification for the Agreement is described below.*Justification:*

The study will be prepared by the USACE certified engineers to the standard set forth by Section 404 of the Clean Water Act (CWA) and Sections 10 and 14 of the Rivers and Harbors Act of 1899 (RHA).

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

 NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

 NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

 NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/AB. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

 NO YES N/A23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)* NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

 Good faith effort documentation attached if % goal is not reached. We have determined that the contractor has made a sincere good faith effort to meet the goal.*Explain:*

DVBE Participation is not applicable to Federal entities.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

 NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)* NO YES***I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.***

SIGNATURE/TITLE



Dean F. Messer, Chief, Division of Environmental Services

DATE SIGNED

5/17/12