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STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 04/09)

REGULATORY DIVISION
LOS ANGELES OFFICE

AGREEMENT NUMBER
HSR09-23
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Governmental Entity named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
Governmental Entity NAME
U.S. Army Corps of Engineers
- The term of this **February 7, 2011, or** to **September 30, 2013**
upon DGS approval
Agreement is:
- The maximum amount **\$ 2,726,111.00**
of this Agreement is: **Two Million, Seven Hundred Twenty Six Thousand One Hundred Eleven Dollars**
- The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Standard Agreement.

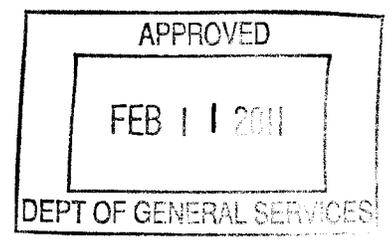
Memorandum of Agreement	46 Pages
Appendix A State Agreement	30 Pages
Exhibit A – Scope of Work	13 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C-- General Terms and Conditions	2 Pages
Exhibit D - Special Terms and Conditions	4 Pages
Attachment 1 –Cost Summary Estimate	1 Page
Attachment 2 – Briefing paper template	1 Page
Attachments 3 – WRDA Section 214, amended	6 Pages
Appendix B – Authority Priority Projects	1 Page
Appendix C – ACOE Budget Estimate	3 Pages

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

GOVERNMENTAL ENTITY	
GOVERNMENTAL ENTITY NAME (if other than an individual, state whether a corporation, partnership, etc.)	
U.S. Army Corps of Engineers	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type) 8 FEB 2011
PRINTED NAME AND TITLE OF PERSON SIGNING	
R. Mark Toy, P.E., Colonel, US Army, Commander and District Engineer	
ADDRESS	
Los Angeles District Office ATTN: Regulatory Division 915 Wilshire Blvd Los Angeles, CA 90017	
STATE OF CALIFORNIA	
AGENCY NAME	
California High-Speed Rail Authority	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type) 9 FEB 2011
PRINTED NAME AND TITLE OF PERSON SIGNING	
Roelof van Ark, Chief Executive Officer	
ADDRESS	
925 L Street Suite 1425 Sacramento, CA 95814	

California Department of General Services Use Only

[Handwritten mark]



Exempt per:

[Handwritten signature]



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
P.O BOX 532711
LOS ANGELES, CALIFORNIA 90053-2325

REPLY TO
ATTENTION OF:
Chief, Regulatory Division

February 8, 2011

Mr. Roelof van Ark
Chief Executive Officer
California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, California 95814

Dear Mr. van Ark:

This letter transmits our invoice under Standard Agreement Number HSR09-23 and Memorandum of Agreement between the California High-Speed Rail Authority (Authority) and the U.S. Army Corps of Engineers (Corps), Los Angeles District, for expedited evaluations of permit applications submitted under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899.

Our expedited evaluation of permit applications will be performed pursuant to Section 214 of the Water Resources Development Act of 2000, as amended by Public Law 111-315 and in accordance with current Corps policy and implementation guidance. In reference to Standard Agreement HSR09-23 we request the Federal fiscal year 2011 cost allocation in the amount of \$881,980 (Enclosure 1) to perform the tasks, as applicable, in the said agreement.

Please note, in order to expeditiously begin work per the Memorandum of Agreement (MOA), we request distribution of funds as soon as possible, but no later than 30 days from the date the MOA is signed, as requested by Article V(A) of the MOA.

The non-federal public funds should be transmitted to:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division
Attention: Veronica Chan, CESPL-RG-T
P.O. Box 532711
Los Angeles, California 90053-2325

Federal Express packages may be addressed to the following:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division

Attention: Veronica Chan, CESPL-RG-T
915 Wilshire Blvd, Suite 1300
Los Angeles, California 90017

The check should be made payable to the "US ARMY CORPS OF ENGINEERS" and include the following additional information:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division, Attention: Veronica Chan, CESPL-RG-T
915 Wilshire Boulevard, Suite 1300
Los Angeles, California 90017

If you have any questions regarding the transfer of funds or you require further assistance, please contact Ms. Veronica Chan of my staff at (213) 452-3292 or via electronic mail at veronica.c.chan@usace.army.mil.

Sincerely,



Mark D. Cohen
Deputy Chief, Regulatory Division

Enclosure

CF:
CESPL-RM-A (Tabares)
CESPL-RG (Villaneda)
CESPK-RD (Maniccia)
CESPN-R-S (Johnson)

**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 AGREEMENT is entered into as of this 9th day of FEBRUARY, 2011, between the California High-Speed Rail Authority (hereinafter the "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; 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 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 Authority related to projects for a public purpose; and

WHEREAS, the Authority 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 Corps permit review under section 404 of the Clean Water Act ("CWA") and/or section 10 of the Rivers and Harbors Act ("RHA") for Authority-designated priority projects as more fully described in Article II.D of this MOA; and

WHEREAS, SPL issued an initial Public Notice dated, December 29, 2009, regarding its intent to accept and expend funds contributed by the Authority; and

WHEREAS, SPK issued an initial Public Notice dated, December 29, 2009, regarding its intent to accept and expend funds contributed by the Authority; and

WHEREAS, SPN issued an initial Public Notice dated, April 21, 2010, regarding its intent to accept and expend funds contributed by the Authority; and

WHEREAS, in a memorandum dated April 1, 2010, SPL's District Commander determined that expenditure of funds received from the Authority is appropriate, and an informational public notice dated May 10, 2010, regarding the decision has been issued; and

WHEREAS, in a memorandum dated May 25, 2010, SPN's District Commander determined that expenditure of funds received from the Authority is appropriate, and an informational public notice dated June 1, 2010, 2010, regarding the decision has been issued; and

WHEREAS, in a memorandum dated April 6, 2010, SPK's District Commander determined that expenditure of funds received from the Authority is appropriate, and an informational public notice dated May 13, 2010, regarding the decision has been issued; 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 HSR09-23 ("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 Standard Agreement; and

WHEREAS, this MOA is intended to: (1) enable the Parties to fully consider, address, and protect environmental resources early in the development of proposed actions; (2) avoid conflicts late in project development through close coordination during early planning and development stages; (3) provide sufficient information to SPL, SPN, and SPK for timely analysis of project effects and to assist 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 expediting project coordination when necessary; and (6) provide procedures for resolving disputes 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 acceptance and expenditure of funds contributed by Authority to provide expedited permit evaluation-related

services for Authority-designated priority projects under the jurisdiction of the Corps. This MOA is not intended as the exclusive means of obtaining review of projects proposed by the Authority. This MOA is a vehicle by which Authority will obtain expedited permit 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. SPL, SPN and SPK enter into this MOA pursuant to its authority under section 214 of the WRDA 2000, as amended.

Article II. - SCOPE OF WORK

A. The Authority will provide funds to SPL. SPL will allocate funds internally and distribute funds to SPN and SPK in order to expedite permit evaluation related services for Authority-designated priority projects under the jurisdiction of the Corps.

B. 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. SPL, SPN and SPK will provide staffing resources exclusively dedicated to expediting permit 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. SPL, SPN, and SPK regulatory personnel will charge their time and expenses against the account when they perform work to either expedite permit evaluation related requests designated by the Authority as a priority 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 no or less than three projects are designated by the Authority as a priority, SPL, SPN, and SPK personnel will then work on other programmatic efforts for the Authority.

D. Funds contributed by the Authority hereunder will be expended by SPL, SPN, and SPK to defray the costs of regulatory staff (including salary, associated benefits, overhead and travel expenses) and other costs in order 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; federal register preparation; 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; and any other permit evaluation related responsibilities that may be mutually agreed upon.

E. The Corps may expend Authority funds to hire contractors to perform select duties, including but not limited to site visits; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination for the purpose of

augmenting the resources available to the Corps for expediting priority projects and activities designated by the Authority. 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 the Standard Agreement and/or this MOA, then said contractors shall not be hired by the Corps until and unless additional funds are provided by the Authority and the Parties execute a written amendment to the Standard Agreement and/or this MOA, 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 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 compliance functions.

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

Article III. - INTERAGENCY COMMUNICATIONS

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

Article IV. - RESPONSIBILITIES OF THE PARTIES

A. The Authority will provide adequate resources, through the Standard Agreement, to fund additional SPL, SPN, and SPK Regulatory personnel for the purpose of timely review of designated priority projects and other identified activities. To facilitate SPL, SPN, and SPK's reviews and activities, the Authority will:

1. Provide adequate information regarding projects, scheduling requirements, and other specific activities to initiate permit evaluation. Information required for the Corps to deem a permit application complete thereby allowing initiation of the permit review process can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), and in General Condition 27 of the Nationwide Permit Program. Upon request, the Authority shall provide supplemental information necessary to complete the permit application. Additional information [33 C.F.R. § 325.1(e)] required to complete the permit evaluation process may exceed what is needed to initiate the process. On a case-by-case basis, if requested by SPL, SPN, and/or SPK, the Authority shall provide such additional information so as to ensure SPL, SPN, and/or SPK can effectively accomplish the required review.

2. In consultation with SPL, SPN, and/or SPK, as appropriate, schedule their involvement in the priority projects identified by the Authority. The project(s) designated as a

priority by the Authority are listed in **Appendix B** to this MOA. The list may be changed by the Authority's Principal Representative without requiring an amendment to this MOA. Such changes shall be submitted to SPL, SPN, and SPK's Principal Representative in writing and will be effective upon receipt thereof.

3. To the best of its ability, ensure the participation of all essential personnel during the permit evaluation process.

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.

B. SPL, SPN, and SPK shall each supplement or reassign its existing Regulatory Program personnel, which currently reviews Authority projects on a routine basis, with qualified personnel within projected funding levels provided by the Authority pursuant to the Standard Agreement. SPL, SPN, and SPK shall each use the funds provided to defray the costs of salaries and associated benefits and to reimburse travel expenses in order to:

1. Expedite review of the Authority's priority projects in accordance with the purpose, terms, and conditions of this MOA or any amendments thereto. SPL, SPN, and SPK shall 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 schedule to complete the permit evaluation process for each application submitted. The Authority shall be able to comment on these schedules and adjust their priorities per Appendix B, or provide additional resources per Article V.G.

3. Following a written request, respond in writing to the Authority within the timeframes specified in Exhibit A of the State Agreement.

4. Consult on a monthly basis with the Authority regarding an adjustment of priorities or establishment of relative priorities if the current and/or projected workload of priority projects and activities exceeds the Corps' ability to provide the services specified herein.

5. In accordance with the State Agreement, Exhibit A, Task 3, provide quarterly progress reports to the Authority documenting all pending Authority permit applications and all permit decisions completed during the quarter for Authority projects. For

the list of completed actions, the processing time for each permit application will also be included. In addition, these progress reports shall include a summary of expenditures under this MOA, for the period covered by the progress report and cumulatively for the current federal fiscal year and for the life of the MOA.

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

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

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

9. At the conclusion of services under this MOA, provide a final statement of expenditures for the MOA in accordance with the State Agreement, Exhibit B, paragraph 4.F. including a summary report of progress made under this MOA to the Authority. This summary report will be submitted no later than November 30, 2013, or in the event the Parties terminate the MOA prior to that date, within sixty (60) days of the date of termination. The summary report will also identify any recommendations for improving consultation and coordination among the Parties. To avoid duplicative reporting, the Corps may use the final statement of expenditures and summary report to meet its quarterly progress reporting requirement for the final quarter of the period covered by this MOA.

Article V. - FUNDING

A. Within 30 days of execution of this MOA, Authority shall pay the anticipated costs expected to be incurred through September 30, 2011, at the level specified in the Corps' budget estimate, which is included as **Appendix C** to this MOA and incorporated herein by reference. Maximum payable under this MOA shall not exceed \$ **2,726,111.00**.

B. No later than July 1, 2011, and annually thereafter for each year that this MOA remains in effect, SPL will provide the Authority with an anticipated cost invoice ("Invoice") that provides an updated budget estimate of costs for the next Federal fiscal year, including any proposed changes in the level of staffing. Revisions agreed to by the Parties will be incorporated into a revised budget estimate. Invoices shall be submitted by SPL to:

California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814
Attn: Contract Manager

C. 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; provided, the revisions do not result in an increase in the total funding amount specified in paragraph A of this Article.

D. Prior to the Corps incurring any expenditure to expedite permit evaluation-related activities as specified in this MOA, the Authority will make an annual lump sum payment to SPL. Upon receipt of SPL's Invoice(s) and in accordance with normal Authority payment procedures, the Authority will make an annual lump sum payment, in advance, of the total amount specified in the Invoice(s).

E. Expediting of permit evaluation related activities as specified in this MOA will be undertaken by the Corps only after funds have been transferred to SPL and disbursed accordingly. Payments by the Authority are to be made to:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division
Attn: Veronica Chan
P.O. Box 532711
Los Angeles, CA 90053-2325

F. Upon receipt of the lump sum payment, SPL will promptly distribute funding to SPK and SPN, and the Corps may subsequently reallocate such funding within each Corps District as necessary.

G. If the Corps' actual costs for providing the agreed upon level of service will exceed the amount of funds available as a result of the Federal Government's General Schedule increases and locality adjustments provided for in paragraph B of this Article, the Corps will promptly notify the Authority of the incremental amount of funds needed to defray the costs. The Authority will either initiate an amendment to this MOA to increase the funding amount, or agree to a reduced level of service.

H. The Corps will carry over any unobligated funds from year to year, or will refund such unobligated funds if this MOA is terminated or expires.

I. The Authority may elect to extend the services of the Corps beyond Federal fiscal year 2013, subject to 1) additional funding provided by the Authority, and 2) written amendment to this MOA and State Agreement.

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 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 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, any 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. The Authority will give SPL, SPN, and SPK, as appropriate, advance notice before making formal, official statements 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, Authority will continue to be responsible for all costs incurred by the terminating Corps District in performing expedited environmental permit 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 shall provide the Authority with a final statement of expenditures. Within sixty (60) calendar days after submittal of SPL's final statement of expenditures, SPL, SPN, and SPK, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.) , shall 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.

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.

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 law and regulation.

D. 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.

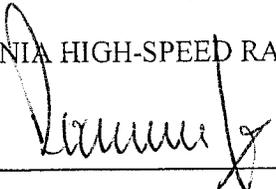
Article XI. - EFFECTIVE DATE AND DURATION

This MOA will be effective on the date of signature by the last Party. This MOA shall remain in force until whichever of these events occurs first: 1) September 30, 2013; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the Standard Agreement is terminated.

[REMAINDER LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this MOA is executed as of the date stated in the introductory clause 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 its authorized officers.

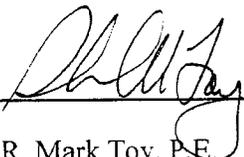
CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: 

Date: 9 FEB 2011

Roelof Van Ark
Chief Executive Officer

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

By: 

Date: 8 FEB 2011

R. Mark Toy, P.E.
Colonel, US Army
Commander and District Engineer

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

By: _____

Date: _____

Torrey A. DiCiro
Lieutenant Colonel, US Army
Commanding

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____

Date: _____

Andrew B. Kiger, P.E.
Lieutenant Colonel, US Army
District Engineer

IN WITNESS WHEREOF, this MOA is executed as of the date stated in the introductory clause 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 its authorized officers.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: _____

Date: _____

Ruelof Van Ark
Chief Executive Officer

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

By: _____

Date: _____

R. Mark Toy, P.E.
Colonel, US Army
Commander and District Engineer

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

By: _____

Date: _____

Torrey A. DiCiro
Lieutenant Colonel, US Army
Commanding

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____

Date: 8 Feb 2011

Andrew B. Klger, P.E.
Lieutenant Colonel, US Army
District Engineer

IN WITNESS WHEREOF, this MOA is executed as of the date stated in the introductory clause 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 its authorized officers.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: _____ Date: _____

Roelof Van Ark
Chief Executive Officer

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

By: _____ Date: _____

R. Mark Toy, P.E.
Colonel, US Army
Commander and District Engineer

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

By:  Date: 8 FEB 2011

Deputy Commander
for Torrey A. DiCiro
Lieutenant Colonel, US Army
Commanding

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____ Date: _____

Andrew B. Kiger, P.E.
Lieutenant Colonel, US Army
District Engineer

Appendix A: State Agreement HSR09-23

EXHIBIT A

SCOPE OF WORK

A. Scope and Description

The California High-Speed Rail Authority (AUTHORITY), an agency of the State of California, proposes to construct and operate a Statewide High-Speed Train (HST) System comprised of nine independent sections between major metropolitan areas of California. The following HST System sections comprise the nine separate projects covered by this scope-of-work.

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

The AUTHORITY, as the lead agency under the California Environmental Quality Act (CEQA), and the Federal Railroad Administration (FRA), as the Federal lead agency under the National Environmental Policy Act (NEPA), are in the process of preparing a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for each of the nine HST projects identified above. In order to facilitate compliance with NEPA, the AUTHORITY and FRA must consult with the United States Army Corps of Engineers (USACE) regarding fulfillment of the requirements of Section 404 (33 U.S.C. 1344) of the Clean Water Act of 1972 (as amended) (hereinafter referred to as Section 404) and Section 10 of the Rivers and Harbors Act of 1899 (hereinafter referred to as Section 10).

The USACE is the Federal agency responsible for processing Section 404/10 permit applications. Section 404/10 permit applications are processed in the order in which they are received. The Section 404/10 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). Evaluation times are also highly dependent on balancing limited agency resources and overall workload. In addition, issuance of a Section 404/10 permit is a Federal action requiring compliance under NEPA. Though the HST project is unique in scope and coordination requirements, comparable large-scale time-intensive EIS projects with USACE involvement, either as the lead Federal agency or as a cooperating agency, has ranged from approximately 3 years to over 9 years. This Standard Agreement outlines a process to increase the likelihood that all nine individual final EISs prepared by the FRA are sufficient in content and process for the USACE to adopt pursuant to the Council of Environmental Quality's and USACE's

EXHIBIT A

NEPA implementing regulations and without the need for supplemental documentation and/or analysis. This process is expected to reduce the overall NEPA process period to ensure that the FRA can issue Records of Decision for all nine sections of the HST system no later than 2014.

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 that USACE may "after public notice, 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." Because the AUTHORITY is a non-Federal public entity and the HST System sections are for a public purpose, the USACE is authorized under Section 214 of WRDA 2000 to accept non-Federal funds from the AUTHORITY to expedite the evaluation of permits under their jurisdiction.

B. Tasks, Responsibilities and Deliverables

To expedite the evaluation of Section 404/10 applications for HST projects and USACE participation in and review of FRA and AUTHORITY's EIS/EIRs, the AUTHORITY will provide USACE with funds that will enable the USACE to: (1) provide a mechanism for expediting Section 404/10 permit evaluation(s); (2) identify the necessary information to be provided by the AUTHORITY to USACE for timely review and analysis of proposed AUTHORITY HST sections; and (3) provide the AUTHORITY with timely and expedited feedback on any additional measures or information necessary to complete the Section 404/10 review process for AUTHORITY HST sections. USACE 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 Standard 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

RESPONSIBILITIES	DELIVERABLES
Meetings, conference calls, field reviews	USACE will participate in regular monthly meetings with the AUTHORITY. These meetings will be HST section-related coordination meetings and conference calls, including participation in field reviews, as appropriate. Scope of the meetings can be expanded upon request.
	USACE will identify critical environmental issues, key decision

EXHIBIT A

	points, and/or potential conflicts as early as possible.
	The AUTHORITY will ensure meetings are scheduled not to coincide with other meeting dates and times for multiple sections of the HST System. Other than the regularly scheduled monthly meetings, if additional meetings are needed, AUTHORITY will request such meetings at least thirty (30) days in advance and supply a proposed agenda to the USACE. At least fourteen (14) days in advance of the scheduled meeting, meeting materials and handouts will be provided to USACE. Within seven (7) days following a meeting, the AUTHORITY shall provide draft meeting minutes for USACE review and then the AUTHORITY shall incorporate USACE revisions and finalize and distribute the meeting minutes.
	USACE will respond to requests from AUTHORITY for information at each meeting; and respond to questions verbally, via email, or written, as requested by the AUTHORITY. Both USACE and AUTHORITY will adhere to agreed-upon timeframes.
Sharing Current Information	USACE will share and provide guidance, if publicly available, on the most current regulatory and aquatic resources related information, NEPA, and permit processes with AUTHORITY.
Coordination	USACE will coordinate with other Federal, State, and local agencies in the review of AUTHORITY's HST 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.
Schedule	AUTHORITY, in consultation with USACE, will prepare a schedule for deliverables.

TASK 2: PERMIT APPLICATION REVIEWS

RESPONSIBILITIES	DELIVERABLES
Internal USACE Coordination	USACE regulatory staff will participate in internal statewide HST-section meetings to discuss consistency and policy issues to ensure regional coordination with the USACE. USACE shall provide to the AUTHORITY guidance and information related to permit and coordination issues. USACE shall also participate in monthly status meetings.

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<p>Review, comment and respond to the request for agreement on the defined Purpose and Need</p>	<p>USACE shall provide to the AUTHORITY comments on the Purpose and Need Statement and supporting information within sixty (60) days following receipt of draft document and a written request for comments. During this period, the USACE and AUTHORITY will communicate as necessary to ensure that any additional information needed to enable USACE to complete their review is provided. The AUTHORITY shall incorporate agreed-upon comments into the Purpose and Need Statement and provide a response matrix to the USACE within fourteen (14) days following receipt of the USACE's comments.</p> <p>Within thirty (30) days of receipt of the matrix, the AUTHORITY and USACE will meet, if necessary. During this period, and at least fourteen (14) days prior to the meeting, the AUTHORITY will provide any additional information needed to ensure that the meeting will result in a Purpose and Need Statement that is complete enough for final review. Following the meeting, the AUTHORITY will then submit the Purpose and Need statement to the USACE and request in writing agreement with the Purpose and Need statement, to which the USACE shall respond in writing to the AUTHORITY within thirty (30) days.</p>
<p>Participate in elevation of issues with the AUTHORITY, when applicable on Purpose and Need</p>	<p>If USACE's response is disagreement, the USACE shall identify the basis for the disagreement. If necessary, the AUTHORITY shall initiate mid-level elevation (as described in the sub-tasks below) within seven (7) days of request to elevate.</p> <ul style="list-style-type: none"> • If mid-level elevation is needed, the AUTHORITY in cooperation with USACE shall prepare a briefing paper (Attachment 2, Briefing Paper Template) that frames the issues within twenty (20) days of a request to elevate. Cooperation shall be in the form of informal telephone conversations and emails and will occur in support of all stages of the development of the briefing paper. • If mid-level elevation does not successfully resolve the issues, USACE may request senior-level elevation (as described at the end of Task 2 table) within seven (7) days upon receipt of notification from the AUTHORITY and FRA to proceed without resolution from mid-level elevation. • The AUTHORITY shall send a letter to USACE identifying the status of each issue originally identified as being in disagreement before the review of subsequent NEPA/CEQA-related documents.

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<p>Review, comment, and respond to request for agreement on the Range of Alternatives</p>	<p>USACE shall provide comments on the Range of Alternatives and identify any early concerns related to compliance with Section 404(b)(1) Guidelines within sixty (60) days of receipt of draft document and a written request for comments. During this period, the USACE and AUTHORITY will communicate as necessary to ensure that any additional information needed to enable USACE to complete their review is provided. The AUTHORITY shall incorporate agreed-upon comments into the Range of Alternatives and provide a response matrix to the USACE within fourteen (14) days following receipt of the USACE's comments.</p> <p>Within thirty (30) days of receipt of the matrix, the AUTHORITY and USACE will meet, if necessary. During this period, and at least fourteen (14) days prior to the meeting, the AUTHORITY will provide any additional information needed to ensure that the meeting will result in a Range of Alternatives that is complete enough for final review. Following the meeting, the AUTHORITY will then request in writing agreement on the Range of Alternatives to which the USACE shall respond in writing to the AUTHORITY within thirty (30) days.</p>
<p>Participate in the elevation of issues with the AUTHORITY, when applicable, on the Range of Alternatives</p>	<p>If USACE's response is disagreement, the USACE shall identify the basis for the disagreement. If necessary, the AUTHORITY shall initiate mid-level elevation (as described in the sub-tasks below) within seven (7) days of request to elevate.</p> <ul style="list-style-type: none"> • If mid-level elevation is needed, the AUTHORITY in cooperation with USACE shall prepare the briefing paper (Attachment 2, Briefing Paper Template) that frames the issues within twenty (20) days of a request to elevate. Cooperation shall be in the form of informal telephone conversations and emails and will occur in support of all stages of the development of the briefing paper. • If mid-level elevation does not successfully resolve the issues, USACE may request senior-level elevation (as described at the end of the Task 2 table) within seven (7) days upon receipt of notification from the AUTHORITY and FRA to proceed without resolution from mid-level elevation. • The AUTHORITY shall send a letter to USACE identifying the status of each issue originally described as being in disagreement before the review of the NEPA/CEQA subsequent documents.

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<p>Review, comment and respond to request to provide a determination on Preliminary least environmentally damaging practicable alternative (LEDPA).</p>	<p>USACE shall provide to the AUTHORITY comments on the Preliminary LEDPA and supporting information within sixty (60) days following receipt of draft document and a written request for comments. During this period, the USACE and AUTHORITY will communicate as necessary to ensure that any additional information needed to enable USACE to complete their review is provided. The AUTHORITY shall incorporate agreed-upon comments into the Preliminary LEDPA and provide a response matrix to the USACE within fourteen (14) days following receipt of the USACE's comments.</p> <p>Within thirty (30) days of receipt of the matrix, the AUTHORITY and USACE will meet, if necessary. During this period, and at least fourteen (14) days prior to the meeting, the AUTHORITY will provide any additional information needed to ensure that the meeting will result in a Preliminary LEDPA that is complete enough for final review. Following the meeting, the AUTHORITY will then request, in writing, concurrence with the Preliminary LEDPA to which the USACE shall respond in writing to the AUTHORITY within thirty (30) days.</p>
<p>Participate in the elevation of issues with the AUTHORITY, when applicable, on the Preliminary LEDPA.</p>	<p>If USACE's response is non-concurrence, the USACE shall identify the basis for the non-concurrence. If necessary, the AUTHORITY shall initiate mid-level elevation (as described in the sub-tasks below) within seven (7) days of request to elevate.</p> <ul style="list-style-type: none"> • If mid-level elevation is needed, the AUTHORITY, in cooperation with USACE, will prepare the briefing paper (Attachment 2, Briefing Paper Template) that frames the issues within twenty (20) days of a request to elevate. Cooperation shall be in the form of informal telephone conversations and emails and will occur in support of all stages of the development of the briefing paper. • If mid-level elevation does not successfully resolve the issues, USACE may request senior-level elevation (as described at the end of the Task 2 table). • The AUTHORITY shall send a letter to USACE identifying the status of each issue originally described as being in non-concurrence before the review of subsequent documents.

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<p>Review, comment and respond to request for concurrence on Draft Mitigation Proposals and Plans (DMP)</p>	<p>USACE shall provide to the AUTHORITY comments on the DMP and supporting information within sixty (60) days following receipt of draft document and a written request for comments. During this period, the USACE and AUTHORITY will communicate as necessary to ensure that any additional information needed to enable USACE to complete their review is provided. The AUTHORITY shall incorporate agreed-upon comments into the DMP and provide a response matrix to the USACE within fourteen (14) days following receipt of the USACE's comments.</p> <p>Within thirty (30) days of receipt of the matrix, the AUTHORITY and USACE will meet, if necessary. During this period, and at least fourteen (14) days prior to the meeting, the AUTHORITY will provide any additional information needed to ensure that the meeting will result in a DMP that is complete enough for final review. Following the meeting, the AUTHORITY will then request, in writing, concurrence with the DMP to which the USACE shall respond in writing to the AUTHORITY within thirty (30) days.</p>
<p>Participate in the elevation of issues with the AUTHORITY, when applicable, on the DMP</p>	<p>If USACE's response is non-concurrence, the USACE shall identify the basis for the non-concurrence. If necessary, AUTHORITY shall initiate mid-level elevation (as described in the sub-tasks below) within seven (7) days of request to elevate.</p> <ul style="list-style-type: none"> • If mid-level elevation is needed, the AUTHORITY, in cooperation with USACE, will prepare a briefing paper (Attachment 2-Briefing Paper Template) that frames the issues within twenty (20) days of a request to elevate. Cooperation shall be in the form of informal telephone conversations and emails and will occur in support of all stages of the development of the briefing paper. • If mid-level elevation does not successfully resolve the issues, USACE may request senior-level elevation (as described at the end of Task 2 table). • The AUTHORITY shall send a letter to USACE identifying the status of each issue originally described as being in non-concurrence before the review of subsequent documents.

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Jurisdictional Determination	Following receipt of AUTHORITY-collected field data (as required by current USACE regulations and policy), and AUTHORITY-approved technical documents prepared in accordance with current USACE guidance on jurisdictional determinations, the USACE shall provide the AUTHORITY with a written determination of the extent of USACE's Section 404/Section 10 geographic jurisdiction for each build alternative under consideration in the EIR/EIS based on the use of preliminary or approved Jurisdictional Determinations, as appropriate. When requested by the AUTHORITY or as determined necessary by the USACE, USACE shall conduct site visits and/or review of information provided by the AUTHORITY. The AUTHORITY shall furnish additional information to the USACE, if necessary to aid in the USACE review.
Initiation Meetings	USACE shall participate in AUTHORITY-arranged pre-application consultations to advise the AUTHORITY of studies or other information foreseeably required for the USACE's later permit evaluation. Within thirty (30) days following a pre-application consultation meeting, the USACE shall provide meeting minutes to the AUTHORITY.
Section 404/10 Permit Application Completeness Review	USACE shall contact the AUTHORITY within thirty (30) days of receipt of application and request additional information if there is any incomplete, missing or incorrect information necessary for USACE to deem the application(s) complete.
EIR/EIS Development	USACE shall participate in the development of each section of the EIR/EIS that relates to USACE regulatory jurisdiction and/or expertise by reviewing and providing written comments on administrative draft documents, the public Draft EIR/EIS and the administrative draft of the Final EIR/EIS. USACE shall provide the AUTHORITY with written informal comments and official written comments, as appropriate, on the administrative draft, Draft EIR/EIS and administrative draft Final EIR/EIS within sixty (60) days of receipt of each submittal, and for the public Draft EIR/EIS within the FRA-established comment period.
Issuance of Public Notices	Upon receipt of a complete permit application from the AUTHORITY for each HST section (see Section 404/10 Permit Application Completeness Review, above), USACE shall issue a public notice concurrent with FRA's release of the draft HST project EIR/EIS. All applicant-furnished information for the issuance of a public notice shall be submitted by the AUTHORITY or its designated agent, such as mailing addresses of adjacent property owners. The AUTHORITY shall provide appropriate mailing or electronic addresses in the proper format as specified by USACE. If necessary, USACE shall reissue public notices if substantial project modifications occur or new information becomes available that has a bearing on agency decision-making. Re-issuance of public notices shall be consistent with USACE regulations and guidance. USACE shall issue an informational public notice or subsequent public notice concurrent with FRA's release of the final project EIR/EIS for each HST section.

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<p>Coordination</p>	<p>To the extent necessary, the USACE shall perform external coordination duties with other federal, state and local agencies, as required by federal regulation and policy, regarding the Section 404/10 permit evaluation process(es).</p> <p>To the extent necessary, USACE shall coordinate with and engage subject matter experts and/or appropriately qualified third party independent reviewers with respect to technical analyses and findings as they relate to USACE's public interest review factors, "practicability" (as defined at 40 C.F.R. 230.10) and associated agency decision-making.</p>
<p>RODs, Final 404(b)(1), Public Interest Review, Clean Air Act Compliance, and any other relevant guidance or regulation for the permit decisions</p>	<p>USACE shall initiate the drafting of a Section 404/10 Record of Decision (ROD) for each HST section upon release of the associated final EIR/EIS by the FRA for the NEPA mandated final 30-day review period. After the final EIR/EIS 30-day review period and subsequent to FRA's incorporation of any substantive comments received, the USACE shall determine if FRA's Final EIS is sufficient to adopt and if so, prepare its final draft ROD in consideration of public comments received. USACE shall route the final draft ROD and Final EIS for approval and adoption to the appropriate agency decision-maker, if after an independent review, USACE concludes that the document satisfies its independent NEPA obligations and is consistent with USACE's NEPA implementing regulations, policies, guidance, and other requirements and all required USACE 33 U.S.C. 408 (Section 408) analysis, as applicable, has been completed and the Chief of Engineer's has rendered a Section 408 decision. No Section 404/10 permit for the proposed action shall be rendered until the USACE's Section 404/10 ROD and any applicable Section 408 decision are signed. If the USACE determines the EIS is insufficient for adoption, USACE shall complete a separate or supplemental environmental document and analysis necessary to complete the ROD and ensure the document fulfills USACE requirements. As the applicant, the AUTHORITY is responsible for supplying the necessary information and analysis for any supplemental environmental documentation determined by the USACE to be necessary to fulfill its NEPA obligations and support documentation permit decision.</p>
<p>Permit Decision</p>	<p>For each HST section, the USACE shall process permit applications when all information provided by the AUTHORITY is deemed complete, and shall draft the Section 404/10 permit decision upon signing the RODs. If the decision is to issue a permit, the USACE will provide to the AUTHORITY a proffered permit, including general and proposed special permit conditions, if any.</p>
<p>Post-permit issuance activities</p>	<p>The AUTHORITY shall coordinate with USACE regarding permit modifications, review of mitigation monitoring reports, and compliance inspection activities.</p>

EXHIBIT A

<p>In-House Technical Services</p>	<p>When applicable, USACE shall 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 relating to HST section environmental documents, including but not limited to Section 106 of the National Historic Preservation Act consultation letters prepared by the FRA or its designated agent, draft MOAs or Programmatic Agreements, economic analyses, biological and other technical reports. Internal staff review will also be conducted on draft USACE 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 USACE may have in its conducting its internal reviews.</p> <p>USACE in-house staff shall attend project delivery team meetings, when requested by the AUTHORITY and/or FRA.</p> <p>USACE shall input data submitted by the AUTHORITY into the USACE operations and maintenance business information link (OMBIL) regulatory module and/or other programs/applications for mapping or data analysis purposes.</p>
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The mid-level and senior-level elevations as described in Task 2 apply only where indicated above and are a tool to resolve disagreement regarding the specified USACE decision or recommendation at that point in the NEPA/CEQA process. The formal trigger for a mid-level elevation is the receipt by the AUTHORITY of a letter of disagreement or non-concurrence from the USACE. Upon receiving the USACE letter, the AUTHORITY has thirty (30) calendar days to convene a mid-level elevation. Convening a mid-level elevation requires the AUTHORITY to:

- (a) Notify and schedule the managers who will resolve the dispute and the staff who will brief them;
- (b) Coordinate, develop, and distribute an elevation briefing paper; and
- (c) Arrange for and fund a neutral facilitator, as necessary.

The AUTHORITY shall prepare the draft briefing paper with a request to convene mid-level elevation. The USACE shall review and provide comments on the briefing paper prior to distribution to mid-level managers. The briefing paper shall be sent by the AUTHORITY to the mid-level managers along with a draft agenda at least ten (10) calendar days prior to the mid-level elevation. The mid-level elevation contact at the AUTHORITY is Deputy Director and at USACE it is the District Commander or his/her designated representative. If the mid-level elevation does not result in resolution, senior-level elevation may be initiated. Senior-level elevation contact at the AUTHORITY is Executive Director and at USACE it is South Pacific Division Commander or his/her designated representative. If the dispute is not resolved after senior-level elevation, the AUTHORITY and USACE may pursue additional non-binding dispute resolution.

EXHIBIT A

For other disputes between the AUTHORITY and USACE regarding this State Agreement, the dispute resolution process is described in EXHIBIT C, paragraph 4 of this State Agreement.

TASK 3: PROJECT MANAGEMENT AND ADMINISTRATION

The project representatives and all inquiries during the term of this Standard Agreement will be directed to:

California High-Speed Rail Authority	US Army Corps of Engineers
	Los Angeles District Project Manager
Contract Manager: Lupe Jimenez	Contract Manager: Veronica Chan
Address: 925 L Street, Suite 1425	Address: Regulatory Division
Sacramento, CA 95814	P.O. Box 532711 Los Angeles, CA 90053-2325
Phone: (916) 384-9523	Phone: (213) 452-3292
Fax: (916) 322-0827	Fax: (213) 452-4196
email: ljimenez@hsr.ca.gov	email: veronica.c.chan@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 Standard Agreement.

USACE will coordinate amongst the three California district offices within the South Pacific Division to gain efficiencies and regional consistency. The USACE shall prepare: internal briefing papers, internal electronic messages, internal fact sheets, internal presentations and other internal communications or pre-deliberative documents. Preparation of these internal materials using WRDA Section 214 funds does not constitute a waiver of any applicable privileges.

USACE shall provide quarterly progress reports to the AUTHORITY's Contract Manager that details expenditures for the quarter, and cumulatively for the current Federal fiscal year and for the life of the Standard Agreement. The quarterly report will describe achievements, including any improvements USACE has documented in coordinating and enhancing the efficiency of environmental reviews. The report shall also identify any recommendations for improving consultation and coordination among the Parties. The fourth quarter report shall include a summary of the annual progress made under this Standard Agreement. All reports shall not exceed five (5) pages and be provided to the AUTHORITY within sixty (60) days after the end of each calendar quarter.

USACE shall meet quarterly with the AUTHORITY's Contract Manager and representatives of the AUTHORITY to review the status of HST projects and Department of the Army permit applications, discuss HST project priorities, and provide guidance to AUTHORITY staff on USACE regulatory issues and requirements.

EXHIBIT A

The AUTHORITY's Contract Manager shall review USACE's performance under this Standard Agreement on a quarterly basis, measuring it against timely and adequate completion of Tasks 2 and 3, including turnaround times, as set forth above. Marginally satisfactory or unsatisfactory performance shall require consultation between the agencies and a re-evaluation of the program by the AUTHORITY Contract Manager or his or her designee.

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Contingency Clause

- A. It is mutually agreed that if the State of California Budget Act of the current year and/or any subsequent years covered under this Standard Agreement does not appropriate sufficient funds for the program, this Standard Agreement shall be of no further force and effect. In this event, the AUTHORITY shall have no liability to pay any funds whatsoever to USACE or to furnish any other considerations under this Standard Agreement and USACE shall not be obligated to perform any provisions of this Standard Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, the AUTHORITY shall have the option to either cancel this Standard Agreement with no liability occurring to the AUTHORITY, or offer a Standard Agreement Amendment to USACE to reflect the reduced amount.

2. Cost Summary

A cost summary estimate for these services under this State Agreement may be found on **Attachment 1** of this document.

3. Allowable Costs and Payments

- A. The USACE's proposed rates and the allowability of all items included in the rates will be audited consistent with the audit provisions in Exhibit D, paragraph 3.
- B. Actual costs incurred by USACE in performance of work under this Standard Agreement [including labor costs, employee benefits, Federal travel allowance, and other direct costs, as itemized in the budget estimate in Appendix C of the Memorandum of Agreement (MOA)], shall not exceed the amount of **\$2,726,111.00**. Furthermore, actual costs shall not exceed the estimated costs set forth in the USACE's Cost Summary Estimate (**Attachment 1**), without prior written agreement between AUTHORITY and USACE.
- C. Upon receipt of the USACE's invoice with attached budget estimate, AUTHORITY will make an advance payment to the USACE in accordance with the following:
 - 1) If the period of performance is one (1) year or less, the payment will be for the total amount specified in the MOA.
 - 2) If the period of performance is more than one (1) year, AUTHORITY will make an annual payment in accordance with the payment schedule identified in the MOA, which shall not exceed the estimated cost for one (1) year for that MOA.

EXHIBIT B

- D. The total amount payable by AUTHORITY for the MOA, and any subsequent MOA amendments, shall not exceed the amount agreed to in the MOA, or in such amendments.
- E. The total amount payable by AUTHORITY shall not exceed **\$2,726,111.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by AUTHORITY may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under the Standard Agreement.
- F. At the conclusion of services, USACE shall provide AUTHORITY with a final statement of expenditures within sixty (60) calendar days of the Standard Agreement termination or expiration date.
- G. All invoices with attached budget estimates, quarterly statements, and final statements of expenditures shall be submitted in triplicate to:

California High-Speed Rail Authority
Contract Manager
925 L Street, Suite 1425
Sacramento, CA 95814

- H. All invoices with attached budget estimates, quarterly progress reports, and final statements of expenditures shall be itemized in accordance with Attachment 1, USACE Cost Summary, and shall include dates of service, Standard Agreement number, classifications of employees and hours of work, overhead charges, and itemized travel, supply and equipment expenses. Travel, supply and equipment costs must be necessary and directly related to the scope of work.

4. Cost Principles

- A. Allowable costs issued under this Standard 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 Standard 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.

EXHIBIT B

- 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 USACE that are determined by subsequent audit to be unallowable under this Standard Agreement shall be subject to repayment by USACE to AUTHORITY, subject to availability of funds.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Standard Agreement is of no force or effect until signed by both parties and approved by the Department of General Services (DGS). USACE may not commence performance until (a) approval of this Standard Agreement by DGS has been obtained and (b) monies have been received by USACE. In no event shall this Standard Agreement continue beyond September 30, 2013. Options to extend this Standard Agreement beyond September 30, 2013 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. Amendment

No amendment or variation of the terms of this Standard 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 Standard Agreement is binding on any of the parties.

3. Assignment

This Standard Agreement is not assignable by the USACE, either in whole or in part, without the prior consent of the AUTHORITY in the form of a formal written amendment approved by DGS.

4. Disputes

- A. The Parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Standard 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 shall be decided by the AUTHORITY's Contract Officer, who may consider any written or verbal evidence submitted by the USACE. The decision of the Contract Officer, issued in writing shall be the final decision of AUTHORITY. The final decision of AUTHORITY is not binding on the USACE.
- C. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the USACE from full and timely performance in accordance with the terms of the Standard Agreement.

EXHIBIT C

D. Notwithstanding the provisions of this Disputes section, both Parties may exercise their rights under the Termination Clause in Exhibit D, paragraph 2.

5. Independent Contractor

USACE, and the agents and employees of USACE, in the performance of this Standard Agreement, shall act in an independent capacity and not as officers or employees or agents of AUTHORITY.

6. Timeliness

Time is of the essence in this Standard Agreement.

7. Compensation

The consideration to be paid USACE, as provided herein, shall be in compensation for all of USACE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided in this Standard Agreement.

8. Unenforceable Provision

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Subcontractors

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

2. Termination

A. Either party reserves the right to terminate this Standard 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, USACE shall provide a final statement of expenditures in accordance with Exhibit B, paragraph 4.F.

2. If money is due to USACE under this Standard Agreement, USACE will be paid for any reasonably incurred non-cancellable, non-refundable costs up to the date of termination. Non-cancellable, non-refundable costs shall mean costs incurred by USACE 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, USACE agrees to remit to 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 Standard Agreement amount is expended prior to the expiration date, AUTHORITY may, at its discretion, terminate this Standard Agreement with 30-day notice to USACE.

3. Retention of Records/Audits

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

EXHIBIT D

B. Audit Review Procedures

1. To the extent not inconsistent with Federal law, rules and regulations, any dispute concerning a question of fact arising under an interim or post audit of this Standard Agreement that is not disposed of by agreement may be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates.
2. Not later than thirty (30) days after issuance of the final audit report, the USACE may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the AUTHORITY. The final decision will be made within three (3) months of receipt of the notification of dispute.
3. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse the USACE from full and timely performance, in accordance with the terms of this Standard Agreement.

4. Confidential Information

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

- 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 USACE in order to carry out this Standard Agreement, shall be protected by USACE from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the AUTHORITY relating to this Standard Agreement shall not authorize the USACE to further disclose such information or disseminate the same on any other occasion.
- C. The USACE shall not comment publicly to the press or any other media regarding this Standard Agreement or the AUTHORITY's actions on the same, except to the AUTHORITY's staff, USACE's own personnel involved in the performance of this Standard Agreement, at public hearings, or in response to questions from a Legislative committee.

EXHIBIT D

- D. The USACE shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Standard 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 shall not be disclosed by the USACE to any entity, other than the AUTHORITY.
- F. Should the USACE receive a FOIA request regarding information designated as confidential by AUTHORITY, USACE shall immediately notify the AUTHORITY Contract Manager of such request and forward a copy of the request to the AUTHORITY Contract Manager.

5. AUTHORITY-Owned Data - Integrity and Security

- A. To the extent not inconsistent with Federal law, USACE shall 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 shall 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 Standard 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.

EXHIBIT D

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, USACE shall use the AUTHORITY-owned data only for AUTHORITY purposes under this Standard Agreement.
- C. To the extent not inconsistent with Federal law, USACE shall 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). (State Administrative Manual (SAM) section 5335.1).

Attachment 1

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

January 7, 2011

TOTAL REQUEST (3 Years)	\$2,726,111
-------------------------	-------------

Federal 2011 Fiscal Year (March 1, 2011 - September 30, 2011)

Breakdown:

		<u>Total Labor</u>	<u>Travel</u>
Los Angeles	SPL	\$403,160	\$5,001.00
Sacramento	SPK	\$306,407	\$4,000.00
San Francisco	SPN	\$161,412	\$2,000.00
		<u>\$870,979</u>	<u>\$11,001.00</u>

TOTAL REQUEST (Year 1)	\$881,980
------------------------	-----------

Federal 2012 Fiscal Year (October 1, 2011 - September 30, 2012)

Breakdown:

		<u>Total Labor</u>	<u>Travel</u>
Los Angeles	SPL	\$416,000	\$5,001.00
Sacramento	SPK	\$315,964	\$4,000.00
San Francisco	SPN	\$165,475	\$2,000.00
		<u>\$897,438</u>	<u>\$11,001.00</u>

TOTAL REQUEST (Year 2)	\$908,439
------------------------	-----------

Federal 2013 Fiscal Year (October 1, 2012 - September 30, 2013)

Breakdown:

		<u>Total Labor</u>	<u>Travel</u>
Los Angeles	SPL	\$428,382	\$4,995.00
Sacramento	SPK	\$325,833	\$4,000.00
San Francisco	SPN	\$170,482	\$2,000.00
		<u>\$924,697</u>	<u>\$10,995.00</u>

TOTAL REQUEST (Year 3)	\$935,692
------------------------	-----------

Attachment 2: Briefing Paper Template

Project Name:		
Checkpoint:		
As the briefing paper is developed, alternate views that are not easily incorporated into the main body of the document can be dropped into columns on the right, and sized to fit in whatever way makes graphic sense. If the alternate view columns prove to be unnecessary, they can be taken out.	Alternate comments	Alternate comments
Background:		
<p>Issue 1: A Word or Phrase Naming the Issue. A succinct summary. Ideally, the list of issues will have been sketched out at the checkpoint meeting.</p> <p>QA: At the end of the summary of the issue, end with a question. This helps keep the decision-makers in the elevation focused.</p> <p>QB: Sometimes within an issue there is more than one question. For instance, there might be a question about whether an alternative is practicable or not, and there might be a separate question about which agency ought to make the determination on a specific technical issue.</p>		
Issue 2: A Word or Phrase Naming the Second Issue. A succinct summary.		
Q:		
Resolution:		
Issues Still Requiring Resolution:		
<p>Dates: Checkpoint meeting ___/___/___;</p> <p>Request for Response ___/___/___;</p> <p>Negative assessment or non-concurrence ___/___/___;</p> <p>Mid-level elevation; ___/___/___;</p> <p>Resolution ___/___/___.</p>		
Signatures		
Authority:	USACE:	EPA:

One Hundred Eleventh Congress
of the
United States of America

AT THE SECOND SESSION

Began and held at the City of Washington on Tuesday,
the fifth day of January, two thousand and ten

An Act

To amend the Water Resources Development Act of 2000 to extend and modify the program allowing the Secretary of the Army to accept and expend funds contributed by non-Federal public entities to expedite the evaluation of permits, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. FUNDING TO PROCESS PERMITS.

Section 214 of the Water Resources Development Act of 2000 (33 U.S.C. 2201 note; 114 Stat. 2594; 117 Stat. 1836; 119 Stat. 2169; 120 Stat. 318; 120 Stat. 3197; 121 Stat. 1067; 123 Stat. 3478) is amended—

(1) by striking subsection (a) and inserting the following:
“(a) IN GENERAL.—The Secretary, after public notice, may 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.”;

(2) by redesignating subsection (c) as subsection (e);

(3) by striking subsection (b) and inserting the following:
“(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.

“(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.—The Secretary shall ensure that all final permit decisions carried out using funds authorized under

H. R. 6184—2

this section are made available to the public, including on the Internet," and

(4) in subsection (e) (as redesignated) by striking "2010" and inserting "2016".

SEC. 2. COMPLIANCE WITH STATUTORY PAY-AS-YOU-GO ACT OF 2010.

The budgetary effects of this Act, for the purpose of complying with the Statutory Pay-As-You-Go Act of 2010, shall be determined by reference to the latest statement titled "Budgetary Effects of PAYGO Legislation" for this Act, submitted for printing in the Congressional Record by the Chairman of the House Budget Committee, provided that such statement has been submitted prior to the vote on passage.

Speaker of the House of Representatives.

*Vice President of the United States and
President of the Senate.*



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

OCT - 1 2008

CECW-CO

MEMORANDUM FOR MAJOR SUBORDINATE COMMANDS AND DISTRICT
COMMANDS

SUBJECT: Implementation Guidance for Section 2002 of the Water Resources Act of 2007
(Regulatory Program Funds Contributed by Non-Federal Public Entities)

1. Section 214 of the Water Resources Development Act of 2000 (Public Law 106-541), as amended, provides;
 - (a) 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) In carrying out this section, the Secretary shall ensure that the use of funds accepted under subsection (a) will not impact impartial decision making with respect to permits, either substantively or procedurally.
 - (c) The authority provided under this section shall be in effect from October 1, 2000, through December 31, 2009.
2. The Secretary of the Army delegated his authority to the Chief of Engineers and his authorized representatives to, after public notice, 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 on 11 July 2001. District and Division Commanders are hereby authorized to accept and expend funds contributed by non-Federal public entities subject to the limitations described in this guidance memorandum.
3. Initial Public Notice for Intent to Accept Funds. Prior to accepting and expending funds contributed by non-Federal public entities, the District must issue a public notice indicating: the non-Federal public entity providing such funds, the Corps authority to accept and expend such funds, the reason for such contributions, how acceptance of the funds is expected to expedite the permit review process, what types of activities the funds will be expended on, and what procedures will be in place to ensure that the funds will not impact impartial decision making.

Examples of acceptable activities that the funds may be expended on include, but are not limited to: technical writing, site visits, training, travel, field office set up costs, copying, coordination activities, additional personnel (including support/clerical staff), technical contracting, programmatic tool development and improvement, and acquisition of GIS data.

CECW-CO

SUBJECT: Implementation Guidance for Section 2002 of the Water Resources Act of 2007
(Regulatory Program Funds Contributed by Non-Federal Public Entities)

Funds may also be used to hire contract staff. Since the process of accepting funds may have the effect of giving priority to the evaluation of projects proposed by public entities, the Public Notice should include information on the impacts to the District's regulatory program and permit evaluations that are not subsidized by funds contributed by non-Federal public sponsors. A new public notice is not required if the non-Federal public entity is changing the amount of funds previously furnished, provided that the purpose remains the same. This possibility should be clearly stated in the initial public notice.

4. Basis for Acceptance of Funds. Following the review of the comments received in response to the public notice, the District Commander will determine if accepting funds will expedite processing of permits for the funding entity, if the District can put in place measures to ensure impartial decision making, and if accepting these funds will not slow down evaluation of other permits. If the District Commander determines, after considering public comments, that the acceptance and expenditure of the funds is appropriate, the funds may be accepted and expended. Funds will be accepted only if the public interest is better served through cost-effectiveness, enhanced evaluation capability, streamlined permit processing, or other appropriate justification. An informational public notice will be issued regarding the District Commander's decision.

5. Accountability. The funds must be accounted for to ensure they are expended for the intended purpose. District Commanders will establish separate accounts to track the acceptance and expenditure of the funds. Within 30 days of the conclusion of each fiscal year, Division Commanders will provide to CECW-CO, for review, letter reports documenting the acceptance and expenditure of funds; an accounting of the amount, type, and source of funds accepted and spent; copies of any public notices published within that fiscal year, any comments received with responses given; a quantitative and qualitative assessment of how the use of the funds expedited the permit review process; an analysis of any issues regarding impartial decision making; a copy of the performance metrics used by the District to evaluate the effectiveness of the use of funds; a statement certifying that all funded project managers are aware of and appropriately trained on the requirements contained in this guidance memorandum; and a letter from the funding entity detailing their level of satisfaction with the District's performance under the agreement. CECW-CO will compile the reports received and provide an information copy to the OASA (CW) within 60 days of the conclusion of each fiscal year.

6. Non-Federal Public Entity. Non-Federal public entities are limited to governmental agencies, including tribal governments of Indian Tribes as defined in Section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450(b)). Normally, applicant agencies would be entities such as: state, local, or Tribal transportation departments, port authorities, flood and storm water management agencies, economic development agencies, and housing agencies that have the desire to expedite the permitting process programmatically, or

CECW-CO

SUBJECT: Implementation Guidance for Section 2002 of the Water Resources Act of 2007
(Regulatory Program Funds Contributed by Non-Federal Public Entities)

for a specific project. Private entities are prohibited from entering into agreements with Districts. Permit applications from private entities for infrastructure projects paid for by private funds, or a mix of private and public funds, such as roads and utility trunk lines, but designed and built to benefit the public may be considered by non-Federal entities for submission to the Corps for processing under a funded agreement. However, it remains the District Commander's decision whether or not such applications will be processed by a funded position or to have such an application be processed by Corps-funded regulators. Applications from private entities for private projects will not be considered or accepted for processing under a funded agreement.

7. Impartial Decision making. Division and District Commanders must insure that the acceptance and expenditure of these funds will not impact impartial decision making with respect to permit review and final permit decisions, either substantially or procedurally. At a minimum, District will comply with the following standards.

For the purposes of this guidance, the decision maker is the person with signature authority.

a. In cases where funds are used, all final permit decisions, including all reporting nationwide, general, and regional permit verifications, must be reviewed and signed by at least one level above the decision maker, unless the decision maker is the District Commander. For example, if the decision maker is the Chief, Regulatory Branch, then the reviewer would be the Chief, Operations Division. Team leaders are appropriate one-level-above reviewers provided signature authority has been delegated to the project manager level. In accordance with all national policy and guidance, Districts are encouraged to delegate signature authority to the lowest appropriate level.

b. All documents involved in the decision making process (e.g. decision document and permit instrument, if applicable) must be reviewed and signed by the one-level-above reviewer as defined above.

c. All jurisdictional determinations made on projects where funds are used must have documentation that a non-funded, Regulator reviewed and agreed with the determination (e.g. peer review). This review does not need to be a field review.

d. All final permit decisions, including all reporting nationwide, general, and regional permit verifications, for cases where these funds are used will be made available and updated monthly on the District's web page in an area separate from any other final actions, clearly identifiable as being for projects funded by through this authority.

CECW-CO

SUBJECT: Implementation Guidance for Section 2002 of the Water Resources Act of 2007
(Regulatory Program Funds Contributed by Non-Federal Public Entities)

e. Any procedures or decisions that would otherwise be required for a specific type of project or permit under consideration cannot be eliminated; however, process improvements that are developed can be shared in order for all members of the regulated public to benefit.

f. The Corps must comply with all applicable laws and regulations.

g. Funds will not be expended for the review of the decision maker's decision. If contracts are used to develop decision documents, such decision documents must be drafts only and be reviewed and adopted by the Corps before the permit decision is made.

h. Funds will not be used for enforcement activities. Funding may be used for compliance activities including monitoring of mitigation sites.

8. This guidance is effective immediately and will remain in effect as long as the authority to accept and expend funds from non-Federal public entities is valid. That authority currently expires on 31 December 2009, unless otherwise extended by Congress.

FOR THE COMMANDER:



STEVEN L. STOCKTON, P.E.
Director of Civil Works

Appendix B: Authority Priority Projects

(Dated: February 1, 2011)

The list of Authority Priority Projects under this MOA includes the development of project-level Environmental Impact Statements and SPL, SPN and/or SPK Regulatory permit application reviews for each of the following proposed sections of the California High-Speed Train System:

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

Appendix C: Corps' Budget Estimate

Cost Proposal:

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
January 7, 2011

Los Angeles District											
Personnel Costs											
Federal Fiscal Year 2011											
Federal Fiscal Year 2012											
Federal Fiscal Year 2013											
(Oct 1, 2012 - Sept 30, 2013)											
Staff											
Tasks	Days	Rate	Cost	Days	Rate	Cost	Days	Rate	Cost	Days	Cost
Task 1 Agency Participation	40.00	\$740	\$29,600	39.00	\$770	\$30,015	39.00	\$800	\$31,215		
Task 2 Permit Application Reviews	208.00	\$740	\$153,922	212.00	\$770	\$163,157	211.60	\$800	\$169,363		
Task 3 Project Management	83.65	\$740	\$61,902	80.00	\$770	\$61,569	79.00	\$800	\$63,231		
Support work of GS-12/13	149.54	\$1,055	\$157,736	147.00	\$1,097	\$161,259	144.25	\$1,141	\$164,572		
Subtotal Personnel Costs	481.19		\$403,160	478.00		\$416,000	473.85		\$428,382		
Direct Costs:			\$5,001			\$5,001			\$4,995		
Travel and Transportation trips @ \$200/trip			\$5,001			\$5,001			\$4,995		
Subtotal Direct Costs			\$5,001			\$5,001			\$4,995		
Total:	481.19		\$408,161	478.00		\$421,001	473.85		\$433,377		
Rate Calculations											
(all costs above for GS11/12 unless otherwise noted)											
Based on 2010 Locality Pay Tables											
GS-11	\$34.72	\$49.49	\$58.49	GS-11	\$36.11	\$51.47	\$60.83	GS-11	\$37.55	\$53.53	\$63.26
	\$277.76	\$395.92	\$467.92		\$288.87	\$411.76	\$486.64		\$300.43	\$428.23	\$506.10
	\$427.75	\$609.72	\$720.60		\$444.86	\$634.11	\$749.42		\$462.65	\$659.47	\$779.40
	\$312.26	\$445.09	\$526.04		\$324.75	\$462.90	\$547.08		\$337.74	\$481.41	\$568.96
Total Daily Rate (Effective Daily Rate + OH)	\$740.01	\$1,054.81	\$1,246.63	\$769.61	\$1,097.00	\$1,296.50	\$1,296.50	\$800.39	\$1,140.88	\$1,348.36	

Total: \$1,262,539

Cost Proposal:

**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
January 7, 2011**

San Francisco District											
Tasks	Personnel Costs										
	Federal Fiscal Year 2011 (Mar 1, 2011 - Sept 30, 2011)			Federal Fiscal Year 2012 (Oct 1, 2011 - Sept 30, 2012)			Federal Fiscal Year 2013 (Oct 1, 2012 - Sept 30, 2013)				
	Staff Days	Rate	Cost	Staff Days	Rate	Cost	Staff Days	Rate	Cost	Staff Days	Cost
Task 1 Agency Participation	22.00	\$787	\$17,307	22.00	\$818	\$17,999	22.00	\$851	\$18,719		
Task 2 Permit Application Reviews	102.50	\$787	\$80,635	101.00	\$818	\$82,633	101.60	\$851	\$86,449		
Task 3 Project Management	8.00	\$787	\$6,293	8.00	\$818	\$6,545	8.00	\$851	\$6,807		
Support work of GS-12/13	51.00	\$1,121	\$57,176	50.00	\$1,166	\$58,297	48.25	\$1,213	\$58,507		
Subtotal Personnel Costs	183.5		\$161,412	181		\$165,475	179.85		\$170,482		
Direct Costs:			\$2,000			\$2,000			\$2,000		
Travel and Transportation trips @ \$200/trip			\$2,000			\$2,000			\$2,000		
Subtotal Direct Costs											
Total:	183.5		\$163,412	181		\$167,475	179.85		\$172,482		
Rate Calculations (all costs above for GS11/12 unless otherwise noted)											
Based on 2010 Locality Pay Tables											
GS-11	\$36.91	\$52.60	\$62.16	GS-11	\$38.39	\$54.70	\$64.65	GS-11	\$39.92	\$56.89	\$67.23
Basic Hourly Rate	\$295.28	\$420.80	\$497.28	GS-12/13	\$437.63	\$517.17	GS-12/13	\$455.14	\$537.86	GS-13/14	\$604.66
Daily Rate (hourly rate x 8 hours)	\$454.73	\$648.03	\$765.81	GS-13/14	\$673.95	\$796.44	GS-13/14	\$700.91	\$828.30		
Effective Daily Rate (w/ benefits @ 54%)	\$331.95	\$473.06	\$559.04		\$491.99	\$581.40		\$511.67	\$604.66		
Overhead (Department 34% + District 39% = 73% total)	\$786.68	\$1,121.10	\$1,324.85		\$1,165.94	\$1,377.85		\$1,212.58	\$1,432.96		
Total Daily Rate (Effective Daily Rate + OH)											

Total: \$503,369