STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
HSR09-23	1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME
California High-Speed Rail Authority

GOVERNMENTAL ENTITY NAME
U.S. Army Corps of Engineers

2. The term of this Agreement is February 11, 2011 through September 30, 2014

3. The maximum amount of this Agreement after this amendment is: $2,726,111.00 Two Million Seven Hundred Twenty Six Thousand One Hundred Eleven Dollars

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

5. The purpose of this amendment is to provide a one (1) year extension and amend the following:

   A. Page 1, paragraph 2, is amended to read: "The term of this Agreement is ... through September 30, 2014." Extends the contract term for one year, from February 11, 2011 through September 30, 2013 to February 11, 2011 through September 30, 2014.

   B. Add First Amendment to Memorandum of Agreement Between California High-Speed Rail Authority and U.S. Army Corps of Engineers' Los Angeles District, San Francisco District and Sacramento District to the Memorandum of Agreement and incorporate the changes listed in the First Amendment as attached.

   C. Replace Appendix A, Exhibit A with the attached Appendix A, Exhibit A-1, Scope of Work, in its entirety.

   D. Replace Appendix A, Exhibit B, Section 3, Allowable Costs and Payments with the attached, in its entirety.

6. **All other terms and conditions of the original contract, its amendments, and previous amendments shall remain the same and in full force and effect unless specifically deleted or replaced by this or a previous amendment.**

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

GOVERNMENTAL ENTITY	CALIFORNIA Department of General Services Use Only
GOVERNMENTAL ENTITY'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* U.S. Army Corps of Engineers	
BY *(Authorized Signature)* ✍ [signature] — DATE SIGNED *(Do not type)* 9/16/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly M. Colloton, PMP, Colonel, US Army, Commander and District Engineer	APPROVED SEP 24 2013 DEPT OF GENERAL SERVICES
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)* ✍ [signature] — DATE SIGNED *(Do not type)* 9.19.13	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer	[ ] Exempt per:
ADDRESS 770 L Street, Suite 800, Sacramento, CA 95814	

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

SUBJECT: First Amendment to Memorandum of Agreement between the California High-Speed Rail Authority and the U.S. Army Corps of Engineers' Los Angeles, San Francisco, and Sacramento Districts

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

RECITALS

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

WHEREAS, the Parties entered into a Memorandum of Agreement ("MOA"), effective February 9, 2011, for expedited and priority review of Authority-designated priority projects by the Corps; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000") as amended 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 Corps; and

WHEREAS, under the provisions of section 214 of the WRDA 2000 as extended, no funds may be accepted or expended by the Corps after December 31, 2016. However, this date may be extended by Federal law; and

WHEREAS, the MOA is set to expire September 30, 2013; and

WHEREAS, the Parties desire to modify the MOA, including Appendix A, "State Agreement," and extend the duration of the MOA.

WHEREAS, the Corps has determined additional funding from Authority is not necessary to continue to fund the section 214 of WRDA 2000 activities through September 30, 2014.

NOW, THEREFORE, the Parties agree as follows:

FIRST AMENDMENT

1. Article II.D. – SCOPE OF WORK. Article II.D. is modified in its entirety to read:

"D. Funds contributed by the Authority hereunder will be expended by SPL, SPN, and SPK to defray the costs of regulatory personnel (including salary, associated benefits, overhead, and travel expenses) and other costs to expedite the evaluation of priority permit applications designated by the Authority. Such activities will include, but not be limited to, the following: jurisdictional determinations; site visits; travel; training; 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 performed by SPL, SPN and/or SPK."

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

"E. The Corps may expend funds provided by the Authority to have other Corps personnel (e.g., Institute for Water Resources and/or Engineer Research and Development Center) perform select duties including, but not limited to, site visits; providing independent technical peer review or other technical assistance, including the development of programmatic or analytical tools; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination and facilitation for the purpose of expediting Authority-designated priority projects and activities. If such expenditures, when combined with the costs of the regulatory personnel specified in Article II.D., require funding in excess of the amount available under this MOA and/or Appendix A, then said other Corps personnel shall not be utilized by SPL, SPN or SPK until and unless additional funds are provided by the Authority and the Parties execute a written amendment to this MOA and/or the Appendix A, as appropriate."

3. Article III. – INTERAGENCY COMMUNICATIONS. Article III is modified in its entirety to read:

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

B. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail as specified in Appendix A,

Exhibit A, Task 3. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed."

4. Article IV.A. – RESPONSIBILITIES OF THE PARTIES. Article IV.A. opening paragraph and subparagraphs 1 and 3 are modified in their entirety to read:

"A. Authority will provide adequate resources to fund additional Corps regulatory personnel for the purpose of timely review of designated priority projects and other identified activities. To facilitate the Corps' reviews and activities, Authority will:

1. Provide adequate information regarding Authority-designated priority projects, Authority-designated priority project designs, scheduling requirements, and other specific activities to initiate permit 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 31 of the Nationwide Permit Program as published in the Federal Register (77 Fed. Reg. 10184 (Feb. 21, 2012)). Upon request, 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 the Corps, Authority shall provide such additional information so as to ensure the Corps can effectively accomplish the required review.

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

5. Article IV.B. – RESPONSIBILITIES OF THE PARTIES. Article IV.B. opening paragraph and subparagraphs 4 and 9 are modified in their entirety to read:

"B. SPL, SPN, and SPK shall each supplement or reassign their existing Regulatory Program personnel that currently review Authority projects on a routine basis, with qualified personnel within projected funding levels provided by the Authority pursuant to Appendix A. SPL, SPN and SPK shall each use the funds provided by the Authority to defray the costs of salaries, associated benefits, overhead, training, and to reimburse travel expenses in order to:

4. As needed, consult 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.

9. At the conclusion of services under this MOA, provide a final statement of expenditures for the MOA in accordance with Appendix A, Exhibit B, paragraph 4.F. including a summary report of progress made under this MOA to the Authority. This summary report will be submitted within sixty (60) days of the date of expiration or 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."

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

"Article XI - EFFECTIVE DATE AND DURATION
This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA shall remain in force until whichever of these events occurs first: 1) September 30, 2014; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the State Agreement is terminated."

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

8. Integration. This FIRST AMENDMENT represents the entire understanding of Authority and the Corps regarding the MOA and changes to the MOA. All other terms and conditions of the MOA remain in full force and effect.

[REMAINDER LEFT INTENTIONALLY BLANK]

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

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: Jeff Morales Date: 9-19-13

Jeff Morales
Chief Executive Officer

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

By: Date: 9/16/13

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

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

By: _____ Date: _____

John K. Baker, P.E.
Lieutenant Colonel, US Army
District Engineer

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____ Date: _____

Michael Farrell
Colonel, US Army
District Commander

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

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: Jeff Morales Date: 9.19.13

Jeff Morales
Chief Executive Officer

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

By: _____ Date: _____

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

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

By: _____ Date: 18 SEPTEMBER 2013

FOR John K. Baker, P.E.
Lieutenant Colonel, US Army
District Engineer

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____ Date: _____

Michael Farrell
Colonel, US Army
District Commander

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

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: Jeff Morales Date: 9.19.13

Jeff Morales
Chief Executive Officer

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

By: _____ Date: _____

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

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

By: _____ Date: _____

John K. Baker, P.E.
Lieutenant Colonel, US Army
District Engineer

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT

By: _____ Date: 17 Sep 13

Braden G. LeMaster, P.E.
Lieutenant Colonel, US Army
Deputy District Commander

Appendix A: State Agreement HSR09-23

EXHIBIT A-1

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

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the USACE to adopt pursuant to the Council of Environmental Quality's and USACE's NEPA implementing regulations and without the need for supplemental documentation and/or analysis.

Section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law111-315, 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

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RESPONSIBILITIES	DELIVERABLES
	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 quarterly 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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RESPONSIBILITIES	DELIVERABLES
Review, comment and respond to the request for agreement on the defined Purpose and Need	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. 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.
Participate in elevation of issues with the AUTHORITY, when applicable on Purpose and Need	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. • 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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RESPONSIBILITIES	DELIVERABLES
Review, comment, and respond to request for agreement on the Range of Alternatives	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. 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.
Participate in the elevation of issues with the AUTHORITY, when applicable, on the Range of Alternatives	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. • 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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RESPONSIBILITIES	DELIVERABLES
Review, comment and respond to request to provide a determination on Preliminary least environmentally damaging practicable alternative (LEDPA).	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. 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.
Participate in the elevation of issues with the AUTHORITY, when applicable, on the Preliminary LEDPA	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. • 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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RESPONSIBILITIES	DELIVERABLES
Review, comment and respond to request for concurrence on Draft Mitigation Proposals and Plans (DMP)	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. 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.
Participate in the elevation of issues with the AUTHORITY, when applicable, on the DMP	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. • 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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RESPONSIBILITIES	DELIVERABLES
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. With the prior approval of AUTHORITY, USACE may attend training using AUTHORITY funds. USACE shall provide AUTHORITY with a description of the training course and a brief statement explaining how the training relates to or promotes the USACE's ability to expedite its review and evaluation.

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RESPONSIBILITIES	DELIVERABLES
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.
Coordination	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).
	To the extent necessary, USACE shall coordinate with and engage subject matter experts and/or appropriately qualified third party independent reviewers, including the USACE's Institute for Water Resources and Engineer Research and Development Center, 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.

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RESPONSIBILITIES	DELIVERABLES
RODs, Final 404(b)(1), Public Interest Review, Clean Air Act Compliance, and any other relevant guidance or regulation for the permit decisions	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 appropriate agency decision-maker 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.
Permit Decision	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.
Post-permit issuance activities	The AUTHORITY shall coordinate with USACE regarding permit modifications, review of mitigation monitoring reports, and compliance inspection activities.

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RESPONSIBILITIES	DELIVERABLES
In-House Technical Services	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. USACE in-house staff shall attend project delivery team meetings, when requested by the AUTHORITY and/or FRA.
	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.

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

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dispute is not resolved after senior-level elevation, the AUTHORITY and USACE may pursue additional non-binding dispute resolution.

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 Jiménez	Contract Manager: Veronica Chan
Address: 770 L Street, Suite 800	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: Lupe.Jimenez @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 as needed with the AUTHORITY's Contract Manager and representatives of the AUTHORITY to review the status of HST projects and Department

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of the Army permit applications, discuss HST project priorities, and provide guidance to AUTHORITY staff on USACE regulatory issues and requirements.

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.

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BUDGET DETAIL AND PAYMENT PROVISIONS

Section 3, Allowable Costs and Payments to be replaced in its entirety with the following:

3. Allowable Costs and Payments

A. The USACE's proposed rates and 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. Any training requested under this agreement must be approved in advance, in writing, by the AUTHORITY's Contract Manager. USACE is to provide a description of the training, attendees and explanation of purpose and connection to this agreement.

D. 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.

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.

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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
Accounts Payable
770 L Street, Suite 800
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, training, supply and equipment expenses. Travel, training, supply and equipment costs must be necessary and directly related to the scope of work.