



REPLY TO
ATTENTION OF

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

**SECOND AMENDMENT
TO
MEMORANDUM OF AGREEMENT (5001595)
BETWEEN
SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT**

SUBJECT: Second Amendment to Memorandum of Agreement between the San Diego Association of Governments and the U.S. Army Corps of Engineers, Los Angeles District

This Second Amendment to Memorandum of Agreement (“SECOND AMENDMENT”), made the 6th day of March, 2014, is entered into by the San Diego Association of Governments (hereinafter “SANDAG”) and the Los Angeles District of the United States Army Corps of Engineers (hereinafter the “Corps”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Memorandum of Agreement (“MOA”), dated December 23, 2010, for expedited and priority review of SANDAG-designated priority projects by the Corps; and

WHEREAS, the Parties entered into a First Amendment to the MOA, effective December 18, 2012, extending the duration of the MOA until December 23, 2014; and

WHEREAS, after the time the First Amendment was executed approximately \$381,715 had been expended under the MOA from December 18, 2012 to January 11, 2014, leaving a balance of approximately \$18,285 in available funds; and

WHEREAS, SANDAG and the Corps desire to enter into a Second Amendment to the MOA and increase the not to exceed total compensation paid to the Corps by an additional \$400,000 and to further extend the duration of the MOA.

NOW, THEREFORE, the Parties agree as follows:

SECOND AMENDMENT

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

“A. The total compensation paid to the Corps under this SECOND AMENDMENT shall not exceed Four Hundred Thousand Dollars (\$400,000) paid as follows:

1. \$200,000 upon execution of the SECOND AMENDMENT.
2. \$200,000 twelve months from the effective date of the SECOND AMENDMENT.

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This payment schedule can be changed by mutual agreement of the Parties but may not exceed the total compensation unless approved through an amendment.

B. 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 pursuant to Article VIII.B.

C. Expediting of permit actions by the Corps will be provided under this MOA only after funds have been received by the Corps.

D. Prior to the Corps incurring any expenditure to expedite permit evaluation-related activities as specified in this MOA, SANDAG will make an annual lump sum payment to the Corps in the total amount specified in Article V.A. Payments by SANDAG shall be made payable to the Finance and Accounting Officer and submitted to:

U.S. Army Corps of Engineers, Los Angeles District
Finance and Accounting Officer
P.O. Box 532711
Los Angeles, CA 90053-2325
Attn: Carlos M. Tabares

E. If the Corps' actual costs for providing the agreed upon level of service will at any time during the term of this MOA exceed the amount of funds available, the Corps will notify SANDAG at least 90 days prior to fund exhaustion of the incremental amount of funds needed to defray the remaining anticipated costs. SANDAG will either increase the funding amount or agree to a reduced level of service."

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

"ARTICLE IX - 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 VIII. A., this MOA shall remain in force until whichever of these events occurs first: 1) when all available funds under Article V have been expended, 2) December 31, 2016, or 3) the MOA is terminated pursuant to Article VIII.B."

3. Article X.- INTEGRATION. This Article is modified in its entirety to read:


"ARTICLE X.- INTEGRATION

This SECOND AMENDMENT represents the entire understanding of SANDAG and the Corps regarding the MOA and changes to the MOA and First Amendment. All other terms and conditions of the MOA and First Amendment remain in full force and effect.

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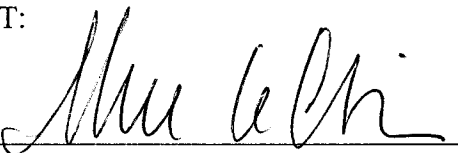
IN WITNESS WHEREOF, this SECOND AMENDMENT is executed by SANDAG, acting by and through its Board of Directors or designated management authority, and by the U.S. Army Corps of Engineers, through its authorized officer.

San Diego Association of Governments

By: 
for Gary L. Gallegos,
Executive Director

Date: 3-3-2014

ATTEST:


By: 

APPROVED AS TO FORM:

By: 
Counsel

Date: March 3, 2014

U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT

By: 
David J. Castanon
Chief, Regulatory Division

Date: 3-6-14