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

| AGREEMENT NUMBER |
|---|
| 4600009767 |
| REGISTRATION NUMBER |
| |

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

STATE AGENCY'S NAME
Department of Water Resources

CONTRACTOR'S NAME
U.S. Army Corps of Engineers

2. The term of this Agreement is: September 1, 2012 through August 31, 2015
This Agreement shall not become effective until approved by the U.S. Army Corps of Engineers.

3. The maximum amount of this Agreement is: $ 859,586.91
Eight Hundred Fifty Nine Thousand, Five Hundred Eighty Six Dollars and Ninety One Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

See attached Memorandum of Agreement between the State of California, Department of Water Resources and the U.S. Department of the Army Corps of Engineers to expedite the evaluation of a permit under the jurisdiction on the Army and to assist in the development of a Conservation Strategy project.

**Signatures appear on page 8 of 8 of the Memorandum of Agreement.**

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

| **CONTRACTOR** | | *California Department of General Services Use Only* |
|---|---|---|
| CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* | | |
| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME | | |
| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |

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

# MEMORANDUM OF AGREEMENT

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

THIS AGREEMENT is entered into as of this _____ day of _____, 20____, between the California Department of Water Resources, FloodSAFE Environmental Stewardship and State Resources Office (DWR FESSRO, hereinafter "DWR") and the Department of the Army, represented by the United States Army Corps of Engineers, Sacramento District (hereinafter the "District"), collectively referred to as "the Parties."

WITNESSETH THAT:

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

WHEREAS, Section 214 of the federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law 111-315, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out Section 214 of the WRDA 2000, as amended by Public Law 111-315, to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated March 29, 2004, as modified October 1, 2008, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-federal entities subject to certain limitations; and

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

WHEREAS, the DWR requires expedited and priority review of certain projects in DWR's boundaries by the District; and

WHEREAS, the District issued an initial Public Notice dated January 9, 2012, regarding its intent to accept and expend funds contributed by non-Federal public entities for such purposes; and

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

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

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

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

AGREEMENT

Article I. – PURPOSE AND AUTHORITIES

Pursuant to Section 214 of WRDA 2000, as amended by Public Law 111-315, this MOA is entered into by the Parties for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for the acceptance and expenditure of funds contributed by the DWR to expedite the evaluation of permits under the jurisdiction of the Army and to assist in the development of a Conservation Strategy. This MOA is not intended as the exclusive means of obtaining District review of DWR projects. This MOA is a vehicle by which the DWR may obtain expedited review of DWR projects designated as a priority, outside of the ordinary District review process, and to obtain assistance in the development of a Conservation Strategy.

Article II. – SCOPE

A. The DWR will provide funds to the District for federal fiscal years (FY) 2012, 2013, 2014, and a portion of 2015 to expedite the evaluation of DWR projects under the jurisdiction of the District. The DWR may elect to extend the funding beyond FY 2015, subject to the terms of this MOA. The phrase "federal fiscal year" in this MOA refers to the period beginning October 1 of each year and ending on September 30 of the following year. The District' regulatory program is funded as a congressionally appropriated line item in the annual Federal budget. Funds received from the DWR will be used to augment the District regulatory budget in accordance with the provisions of WRDA.

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

C. Funds contributed by the DWR hereunder will mainly be expended to defray the costs of salary, associated benefits, overhead, and travel expenses for existing or additional personnel (including regulatory staff, support/clerical staff, and staff of other functional areas of the District) and other costs in order to expedite the evaluation of permit requests submitted by the DWR. Such activities will include, the following: application review, permit database entry, drawing correction, jurisdictional determinations, site visits, public notice preparation, preparation of correspondence, conduct of the public interest review, preparation of draft permit decision documents, meetings with the DWR, agencies and applicants, permit compliance, mitigation monitoring, preparation of reports/audits of funds expended to the DWR, technical writing, training, travel, field office set up costs, copying, coordination activities, technical contracting, programmatic tool development and/or improvement, acquisition of GIS data, and any other permit evaluation-related responsibilities that may be mutually agreed upon. Funds will *not* be expended for review by supervisors or other persons or elements of the District in the decision-making chain of command. Enforcement activities will not be paid for from the funds contributed by the DWR, nor will such funds be used to pay for the costs of public hearings and distribution of public notices. In addition, activities will include the tasks outlined in Exhibit A – Scope of Work, hereto attached.

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

E. If the DWR's funds are expended and are not renewed, the Parties will terminate this MOA in accordance with Article X.A and any remaining DWR priority permit applications will be processed pursuant to the standard permit application review procedures, in a manner decided by the assigned Regulatory Project Manager and his or her supervisor.

Article III. - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the District and the DWR, each party will appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on specific permit actions. Each party will issue a delegation letter to the other designating the Principal Representative for each agency.

Article IV. - RESPONSIBILITIES OF THE PARTIES

A. The DWR shall:

1. Provide information regarding priority projects and other specific activities to initiate permit evaluation. Upon request, the DWR shall provide supplemental information necessary to assure the District can effectively accomplish the required review.

2. Make a reasonable effort to provide the District with information on other projects with DWR involvement that may affect the District' workload and staff availability (e.g., schedules for projects with individual permits).

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

4. To the best of its ability, ensure the participation of all essential personnel, customers and decision makers during the permit evaluation process.

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

B. The District shall:

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

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

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

4. Participate in quarterly status meetings with the DWR to discuss project progress and upcoming priorities.

5. Designate a Regulatory Project Manager who will attend periodic meetings with the DWR.

Article V. FUNDING

A. DWR will pay the District an amount not to exceed $100,000 for purposes of funding this agreement for federal FY 2012 and 2013, including overhead and associated personnel, including support personnel for the term of this MOA.

B. The DWR may elect to extend the services under this MOA and fund the costs of the project manager beyond FY 2015 and subsequent federal fiscal years for as long as this MOA remains in effect. In the event the DWR elects to continue services under this MOA beyond FY 2015, no later than June 30, 2015 and annually thereafter, the DWR shall provide written notice of this decision to the District's Principle Representative. After receipt of the DWR's notice and no later than June 30, 2015 and annually thereafter, the District will provide the DWR with an updated cost estimate that provides an estimate of costs for the next federal fiscal year, including any proposed changes in the level of staffing. Upon receipt of the District's updated cost estimate and in advance of the District incurring any costs for the next federal fiscal year, the DWR will make a lump sum payment in advance to the District in the total amount specified in the District's cost estimate.

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

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

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

Article VI. - APPLICABLE LAWS

All applicable statutes, regulations, policies, directives, and procedures of the United States will govern this MOA and all documents and actions pursuant to it. Unless otherwise required by law, all expediting of environmental permit applications undertaken by District will be governed by District regulations, policies and procedures.

Article VII. - DISPUTE RESOLUTION

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

Article VIII. - PUBLIC INFORMATION

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

Article IX. - MISCELLANEOUS

A. Other Relationships or Obligations

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

B. Severability

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

Article X. - AMENDMENT, MODIFICATION AND TERMINATION

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

B. Within ninety days (90) days of termination, or expiration of the MOA, the District shall conduct an accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the District shall return to the DWR any funds advanced in excess of the actual costs. Funds may be provided to the DWR either by check or by electronic funds transfer.

Article XI. - EFFECTIVE DATE AND DURATION

This MOA will become effective when signed by both the DWR and the District. This MOA shall remain in force as follows: (1) June 30, 2015 unless the sunset clause in Section 214 of WRDA 2000, as amended by Public Law 111-315, is extended prior to that date, in which case the MOA will remain in effect for the duration of the statutory extension; or (2) the MOA is terminated pursuant to Article X.

Article XII. – INTEGRATION

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

Article XIII. – ADVANCE PAYMENT FOR FEDERAL AGREEMENTS

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

IN WITNESS WHEREOF, the Agreement is executed by the DWR of _____, acting by and through its DWR Manager or his designee, pursuant to Resolution No. _____ authorizing such execution, and by the U.S. Army Corps of Engineers, through its authorized officer.

For the DWR of _____:

_____
Gail Newton
Chief, FESSRO

Date: 9/14/12

For the U. S. Army Sacramento District of Engineers:

_____
William J. Leady
Colonel, US Army
District Engineer

Date: 5 OCT 2012

APPROVED
SEP 28 2012
DEPT OF GENERAL SERVICES

# EXHIBIT A

## Scope of Work

## Central Valley Flood System Conservation Strategy (CS) and FloodSAFE Environmental Stewardship and Statewide Resources Office (FESSRO) Support

This Agreement between the California Department of Water Resources (DWR) and United States Army Corps of Engineers (USACE) for the purposes of USACE providing DWR with policy and technical advice for Conservation Strategy development, document review, assistance with regulatory mitigation and permitting, and technical expertise and assistance in the development of the Levee Vegetation Management Strategy.

### A. Background

Senate Bill (SB) 5, 2007 required DWR to prepare the Central Valley Flood Protection Plan (CVFPP) by January 1, 2012. DWR completed the CVFPP and provided it to the Central Valley Flood Protection Board, to be adopted by July 1, 2012. A Conservation Framework was included as an attachment to the 2012 CVFPP. The CVFPP will be updated in 2017 and a Central Valley Flood System Conservation Strategy (based on the Conservation Framework) is being developed to support the 2017 CVFPP.

DWR is developing the Conservation Strategy to ensure that the CVFPP incorporates its ecological objectives with an implementable, sustainable, science-based approach. By improving the Central Valley flood management system through environmental stewardship, restoration of native riverine and terrestrial habitat and promoting natural geomorphic and hydrologic processes, flood risk reduction can be realized, and riparian habitats can be substantially increased and improved. This will contribute to the recovery of special-status species, and can lessen the need for overall flood system operations and maintenance, reducing environmental impacts and operating costs. In addition, the Conservation Strategy will support implementation of the CVFPP activities and ongoing flood system operation and maintenance.

The concept is to provide a strategy that provides specific conservation content for the 2017 CVFPP that also serves as an acceptable basis for development of regional Habitat Conservation Plans / Natural Community Conservation Plans (HCPs/NCCPs) and other

regional-level programmatic permitting by providing the following:

1. goals, objectives, and targets;
2. an integrated set of conservation actions (system-wide and regional elements, and conservation measures) to attain the goals and objectives; and
3. an adaptive management-based implementation process consistent with the 2012 CVFPP, Conservation Framework, Program Environmental Impact Report (PEIR) and with the 2017 CVFPP and 2017 Conservation Strategy.

These activities are in the jurisdictional areas covered by the Sacramento office of USACE. The Regulatory Program of USACE protects aquatic resources and evaluates permit applications for construction activities that occur in waters of the U.S., including wetlands. USACE reviews and permits projects that have the potential to water and wetlands protected by federal laws, including water supply and flood damage reduction projects.

USACE staff has environmental expertise and can provide advice and support to DWR's FESSRO as it carries out its mandated activities. USACE can assist FESSRO with assessment of environmental compliance, including programmatic mitigation and permitting, so that permitting processes can be carried out expeditiously to address the urgent nature of emergency flood control repair projects and to ensure timely environmental review and completion of flood control repairs.

In addition, USACE staff support in participating in a multi-agency team to address mitigation, restoration and enhancement activities and assistance in developing conservation actions for levee repairs and maintenance will be invaluable. These teams assist in creating a long-term strategy for multi-species conservation and appropriate permitting mechanisms.

This Federal Agreement is funded under Proposition 1E Bond Funds.

## B. Scope

USACE shall provide environmental technical assistance and coordination services to DWR as related to development of the Conservation Strategy and support of flood control project improvements, maintenance and repair in the jurisdictional areas covered by the Sacramento office of USACE. This area includes levees and channels of the Sacramento and San Joaquin River flood control projects, and in particular, those activities that occur within the State Plan of Flood Control (SPFC).

USACE will provide the necessary assistance and services to DWR with early input and coordination on biological, environmental, and regulatory issues as related to the activities described above.

USACE will provide staff and other services to participate in the development of the Central Valley Flood System Conservation Strategy (CS). This will include participation in committee, team, and planning meetings, providing technical information, and assisting DWR in preparing stewardship documents and a conservation strategy for the CVFPP. USACE will also assist in programmatic permitting mechanisms and/or agreements (i.e., MOU/MOA) and National Environmental Policy Act (NEPA) -related coordination and assist in developing a mitigation agreement for vegetation obligations on levees.

USACE will make staff available and will support in-house expertise to respond to and work jointly with DWR and local lead agencies to consult and to expedite preparation of permits, and in consultation to accelerate ecosystem restoration and other water projects. By providing this service, USACE would be able to fully meet mandated environmental protection, regulatory and trustee responsibilities related to planning, permitting and approval for critical water projects.

These services will help DWR achieve its goal of improving flood protection, water quality, and water delivery systems and infrastructure, expediting project delivery, and maximizing protection of the State's natural resources and environment.

USACE shall provide environmental services to the State on an "on call" basis. These services shall be funded by reimbursement under a 3-year, renewable Interagency Agreement with DWR. Specific services to be provided include the tasks outlined in Section C.

## C. Tasks

### *Task 1. Support the development of the Central Valley Flood System Conservation Strategy (CVFSCS)*

USACE shall:

1.1 Help assess and describe environmental conditions, trends, and stressors within the flood management system service area (for example, information on habitat and species distribution patterns, conservation needs, and challenges).

- *Deliverable*: Relevant data, descriptions, and related information on environmental conditions, trends, and challenges; task will be ongoing for full contract term.

1.2 Provide input and review of conceptual ecological models and measurable conservation objectives for the Conservation Strategy, including meaningful and efficient indicators for measuring progress and adaptive management approaches.

- *Deliverable*: Recommendations for measurable conservation objectives for the Conservation Strategy and help to develop model indicators; task will be ongoing for full contract term.

1.3 Identify ways for DWR to collaborate or coordinate with overlapping conservation planning efforts, such as Habitat Conservation Plans, and support DWR's engagement on those efforts.

- *Deliverable*: Recommendations for working with other planning efforts, and staff assistance to implement those recommendations; task will be ongoing for full contract term.

1.4 Participate in conservation-related interagency forums (such as, but not limited to the Interagency Advisory Committee [IAC], Regional Permitting subcommittee, and Conservation Strategy Team) to provide technical and policy advice.

- *Deliverable*: Active and regular participation in meetings; review meeting materials and provide comments as necessary. Task to be ongoing for full contract term.

1.5 Review and, where appropriate, assist in the revision of the Draft CVFSCS.

- *Deliverable*: Review of document and provide recommendations for revisions to document; task will be ongoing for full contract term.

1.6 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term.

***Task 2. Support the development of regional integrated flood plans, including Corridor Management Strategies***

USACE shall:

2.1 Provide advice and support for development of river corridor management plans, and regional flood and conservation planning efforts, for integrated flood management.

- *Deliverable*: Active participation in planning efforts, provide recommendations, and staff assistance to implement those recommendations; task will be ongoing for full contract term.

2.2 Provide advice and support for identifying areas that are highly suitable for conserving, restoring, and/or enhancing ecosystem processes, habitats, species, and long-term management.

- *Deliverable*: Technical review and biological advice; task will be ongoing for full contract term.

2.3 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term.

***Task 3. Provide technical advice and support on inventory, research, analysis, and monitoring***

USACE shall:

3.1 Perform project site visits, impact assessments and species consultations. Assist in the development of mitigation and monitoring requirements. Provide expert advice regarding research and analysis; and provide agreements regarding advance mitigation.

- *Deliverable*: Project site visits, impact assessments and species consultations. Development of mitigation and monitoring requirements. Develop and transmit comment letters. Task to be ongoing for full contract term.

3.2 Assist in the selection of target habitats and species, and provide lists of these targets. Assist in the development of the criteria for regional lists of covered species.

- *Deliverable*: Technical report or comment letters (as requested) of target habitats and species lists, to include development of regional covered species list criteria. Task to be ongoing for full contract term.

3.3 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term.

***Task 4. Provide policy advice and support on regional permitting approaches***

USACE shall:

4.1 Participate in informal and formal regulatory permitting consultation for projects (such as, but not limited to: the Lower Feather River Corridor Management Plan, Regional Advance Mitigation Planning [RAMP], and facilitation of rock removal along levees). Participate in HCP processes. Provide assistance in planning and obtaining regulatory permits.

- *Deliverables*: Meeting attendance; document reviews; development of regulatory permits and associated required documentation. Task to be ongoing for full contract term.

4.2 Provide NEPA-related coordination for efforts with a federal nexus, when appropriate. Prepare or assist in the preparation of various environmental documents, including those related to construction, water operations and maintenance, and environmental regulatory compliance for actions to protect, enhance, and restore fish and wildlife resources (i.e., National Environmental Policy Act, Endangered Species Act [Section 7], Fish and Wildlife Coordination Act, etc.).

- *Deliverable*: Develop and/or review NEPA documents, in coordination with other agencies, as needed; task to be ongoing for full contract term.

4.3 Review proposals received by DWR in response to Request for Proposals (RFPs) for projects submitted under the Conservation Framework and Strategy Guidelines to assess the mitigation potential of mitigation components. Develop an agreement (MOU or MOA) to address mitigation crediting issues provided by these projects. Provide permitting recommendations on RFP content, projects, and implementation.

- *Deliverable*: Provide permitting advice and recommendations; finalize MOUs or MOAs as needed. Task will be ongoing for full contract term.

4.4 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term.

***Task 5. Levee Vegetation Management Strategy***

USACE shall:

5.1 Assist DWR staff with development of a mitigation approach and agreement to support the Levee Vegetation Management Strategy. Staff will participate in meetings and recommend appropriate mitigation.

- *Deliverable*: Written comments from staff review of draft documents. Task will be ongoing for full contract term.

5.2 Assist DWR staff with Levees Vegetation Management Strategy implementation and improvement as needed.

- *Deliverable*: Active participation in implementation and improvement of the Levees Vegetation Management Strategy development, to include expert advice and written comments as requested; task will be ongoing for full contract term.

5.3 Provide recommendations to DWR, USFWS, and NMFS on the compatibility of DWR's Levees Vegetation Management Strategy and USACE's Engineering Technical Letter (ETL).

- *Deliverable*: Develop and transmit comment letters and recommendations. Task will be ongoing for full contract term.

5.4 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term.

***Task 6. Expedited Review of Permits and Wetland Delineations***

USACE shall:

6.1 Expedite the evaluation of permit and wetland delineation requests submitted by DWR.

- *Deliverable*: Application reviews, permit database entries, drawing correction, jurisdictional determinations, site visits, public notice preparation, preparation of correspondence, conduct public interest review, preparation of draft permit decision documents, agencies and applicants, permit compliance, mitigation monitoring, preparation of reports/audits of funds expended to the DWR, technical writing, training, travel, field office set up costs, copying, coordination activities, technical contracting, programmatic tool development and/or improvement, acquisition of GIS data, and any other permit evaluation-related responsibilities that may be mutually agreed upon. Task to be ongoing for full contract term.

6.2 Summarize quarterly progress and activities in a very brief, bulleted report.

- *Deliverable*: Brief, bulleted report submitted quarterly; task to be ongoing for full contract term

## D. Contract Terms

A. This Agreement will establish terms and agreement for reimbursement to USACE for coordination and review of FESSRO projects, as well as participation in project planning activities that would not otherwise be funded.

B. Because multiple projects will be ongoing simultaneously, FESSRO will identify priorities and expectations for each project. FESSRO will provide USACE with information about project workload and priorities on a quarterly basis.

C. The services to be provided by USACE also shall be performed in accordance with the Endangered Species Act of 1973 (as amended); the Fish and Wildlife Coordination Act (16 USC 661-667); the Fish and Wildlife Conservation Act
(16 USC 2901-2911); the Fish and Wildlife Act of 1956 (16 USC 742a-742J) as amended; and the Intergovernmental Cooperation Act of 1968 (31 USC 6505) as amended.

D. The services that USACE will provide under this agreement are subject to the availability of appropriated funds.

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

F. Equipment Purchase (By USACE)

1. Prior authorization in writing by the Contract Manager shall be required before the Contractor enters into any non-budgeted purchase order or subcontract exceeding $2,500.00 for supplies, equipment, or consultant services. The Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

2. No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the State. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered State equipment and the property of the State.

G. Contact Person:

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

| | |
|---|---|
| Contract Manager: Monique Wilber<br>Department of Water Resources<br>FloodSAFE Environmental Stewardship and Statewide Resources Office (FESSRO)<br>901 P Street – Room 411A<br>PO Box 942836<br>Sacramento California 94236-0001<br>Phone: (916) 651-0183<br>Fax: (916) 653-9745<br>mwilber@water.ca.gov | Contractor: Michael Nepstad<br>Deputy Chief, Regulatory Division<br>United States Army Corps of Engineers (USACE), Sacramento District<br>1325 J Street, Room 1350<br>Sacramento, California 95814-2922<br>Phone: (916) 557-7262<br>Fax: (916) 930-9506<br>michael.g.nepstad@usace.army.mil |

Contract persons can be changed upon written notice to the other party.

# Exhibit B, Attachment 1

## COST SHEET

U. S. Army Corps of Engineers
WRDA Position

FY 2012 Biologist Day Rates for Reimbursable Agreements

| | |
|---|---|
| Base Biologist Day Rate | $ 722.48 |
| Regional Overhead @ 41%[1] | $ 296.21 |
| Total Biologist Day Rate[2] | $1,018.69 |
| Total Biologist Hourly Rate | $ 127.34 |
| | |
| **Year 2012/13 (1.5) FTE[3] (273 Biologist Days x $1,018.69)** | **$278,102.37** |

(Includes administrative support + 10% Other support)[4]

FY 2013 (2012 + estimated 3% increase) Biologist Day Rates for Reimbursable Agreements

| | |
|---|---|
| Base Biologist Day Rate | $ 744.15 |
| Regional Overhead @ 41% | $ 305.10 |
| Total Biologist Day Rate | $1,049.25 |
| Total Biologist Hourly Rate | $ 131.16 |
| | |
| **Year 2013/14 (1.5) FTE (273 Biologist Days x $1,049.25)** | **$286,445.25** |

(Includes administrative support + 10% Other support)

FY 2014 (2013 + estimated 3% increase) Biologist Day Rates for Reimbursable Agreements

| | |
|---|---|
| Base Biologist Day Rate | $ 766.47 |
| Regional Overhead @ 41% | $ 314.25 |
| Total Biologist Day Rate | $1,080.73 |
| Total Biologist Hourly Rate | $ 135.09 |
| | |
| **Year 2014/15 (1.5) FTE (273 Biologist Days x $1,080.73)** | **$295,039.29** |

(Includes administrative support + 10% Other support)

FY 2015 (2014 + estimated 3% increase) Biologist Day Rates for Reimbursable Agreements

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[1] Regional Overhead includes all of the support staff (such as a contracts specialist, IT, HR, etc.), a portion of the rent, utilities, supplies, vehicle use, supervisors, etc. The cost of doing business is overhead.
[2] The base rate is what USACE charges for the day. The Total Biologist Day Rate is the Base Biologist Day Rate plus the Regional Overhead.
[3] "Full-time equivalents" (FTE) is calculated as total hours worked divided by the number of hours in a full-time schedule (http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_fy2009/m09-21.pdf ) . 1.5 FTE means that the work done will be equivalent to an employee working full time plus an employee working part time (half time).
[4] Admin and other support are included in the 41%.

| | |
|---|---|
| **Year 2012/13 (1.5) FTE (273 Biologist Days x $1,018.69)** | **$278,102.37** |
| **Year 2013/14 (1.5) FTE (273 Biologist Days x $1,049.25)** | **$286,445.25** |
| **Year 2014/15 (1.5) FTE (273 Biologist Days x $1,080.73)** | **$295,039.29** |
| ***Total*** | ***$859,586.91*** |