



City of Palo Alto

City Council Staff Report

(ID # 11554)

Report Type: Consent Calendar

Meeting Date: 11/9/2020

Council Priority: Climate/Sustainability and Climate Action Plan

Summary Title: Approval of MOA to Utilize BRRIT for Palo Alto Horizontal Levee Pilot Project

Title: Approval of a Memorandum of Agreement Between the San Francisco Bay Restoration Authority and the US Army Corps of Engineers to Utilize Resources of the Bay Restoration Regulatory Integration Team (BRRIT) for Pre-permit Application Review and Permit Processing for the Palo Alto Horizontal Levee Pilot Project at no Cost to the City

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute a Memorandum of Agreement (MOA) between the San Francisco Bay Restoration Authority and the U.S. Army Corps of Engineers (Attachment A) in order to utilize the resources of the Bay Restoration Regulatory Integration Team (BRRIT) for the Palo Alto Horizontal Levee Pilot Project at no cost to the City.

Executive Summary

The City of Palo Alto, in collaboration with the San Francisco Estuary Partnership (SFEP), has been evaluating and designing a horizontal levee pilot system. Horizontal levees utilize green infrastructure, rather than traditional greyscape solutions (e.g., rip-rap), that add habitat enhancement, sea level rise adaptation, and wastewater polishing to traditional flood control infrastructure. While the City works to improve the entire network of flood control levees under a separate, larger project (i.e., SAFER Bay or South San Francisco Bay Shoreline Projects), the City and SFEP hope to gain valuable information from a permanent horizontal levee pilot system, which could then be incorporated into the design for broader implementation of horizontal levees as part of the larger flood control levee improvement projects. The Palo Alto Horizontal Levee Pilot Project seeks to utilize resources of the Bay Restoration Regulatory Integration Team (BRRIT) for state and federal resource agencies' review of pre-permit applications and eventual permit processing. In order to utilize the streamlined BRRIT process,

the City must sign on to the attached (Attachment B) Memorandum of Agreement (MOA) between the U.S. Army Corps of Engineers (USACE) and the San Francisco Bay Restoration Authority. Under the MOA, the San Francisco Bay Restoration Authority provides the funding to USACE for their participation in the BRRIT. However, the Authority is not a permit applicant and USACE must receive funds from public entity permit applicants to expedite the permit review process. As such, under the MOA the City will be listed as a Funding Entity acknowledging that USACE will be paid directly by the San Francisco Bay Restoration Authority in lieu of a grant to the City that would then be used to pay for USACE's permit review of the project. The City has no financial obligations under the MOA.

Background

The City of Palo Alto, in collaboration with the San Francisco Estuary Partnership (SFEP), has been evaluating the feasibility of constructing horizontal levees within the Palo Alto Baylands. A horizontal levee is a flood control levee with a gently sloping berm along the Bay shoreline, which provides wave attenuation and key transitional habitat between tidal wetlands and terrestrial uplands (Figure 1). While horizontal levees may not be the most cost-effective solution when considering wave attenuation only, they do provide multiple benefits beyond cost savings as the green infrastructure alternative to the traditional greyscape solution for wave attenuation (e.g., rip rap). Specifically, horizontal levees include habitat enhancement, sea level rise adaptation, and wastewater polishing benefits to traditional flood control infrastructure. Its target vegetation consists of grassy wet meadow, freshwater/brackish marsh, and riparian scrub. This type of habitat has been decimated throughout the Bay by development along the shoreline that separates the uplands that surrounded historic tidal marshes from the remnant marshes that currently occupy the Bay's margins and is a high restoration priority for resource agencies. Horizontal levees include refugia habitat and connectivity between marshes for species, including endangered species found only along the Bay shoreline, such as the saltmarsh harvest mouse and Ridgway's rails.

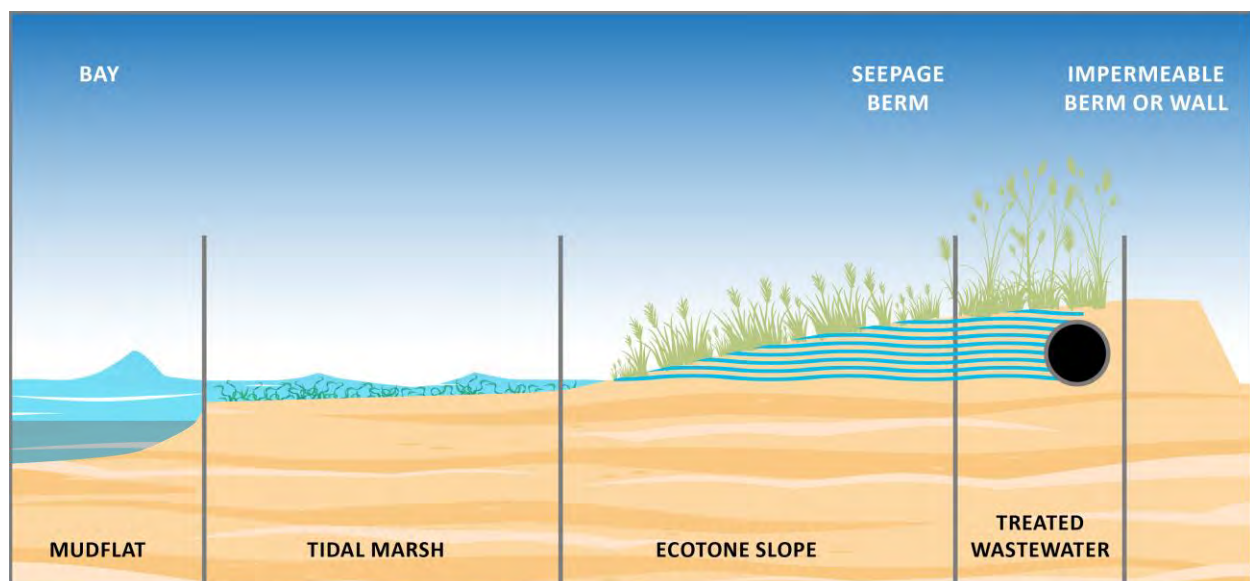


Figure 1: Illustration of an example horizontal levee system.

In addition to habitat enhancements, horizontal levees contribute to sea level rise resilience by encouraging sediment and biomass accretion that builds ground surface elevations over time. Horizontal levees also contribute to flood management by attenuating waves, allowing for flood control levees to be constructed with crest elevations up to two feet lower than conventional levees and provide erosion protection that limits the need for rip-rap on the levee face.

To replicate the natural transition from freshwater to estuarine habitats, a freshwater source is required. Since the natural seeps along the San Francisco Bay have been constrained, treated wastewater could be used to irrigate horizontal levees. In so doing, the treated wastewater would receive polishing treatment for increased removal of nutrients and trace organics as it moves through the levee prior to discharge to the Bay.

Unlike the majority of the shoreline along the San Francisco Bay, the Palo Alto shoreline, while developed and altered, continues to sustain tidal marsh. The Palo Alto Baylands are backed by low levees and a closed landfill. Directly behind these levees are significant City infrastructure, including the City's Regional Water Quality Control Plant (RWQCP), airport, the Palo Alto Flood Basin, roads, and light commercial development. Potential flooding of City infrastructure, buildings, and other development west of Highway 101 is limited by the existing levees. The existing flood control levees are not engineered to meet Federal Emergency Management Agency accreditation standards and, in many locations, do not provide 100-year flood protection. To improve these levees, the City has partnered with nearby cities and county flood agencies as a member of the project teams for the Strategy to Advance Flood protection, Ecosystems, and Recreation along San Francisco Bay (SAFER Bay) and the South San Francisco Bay Shoreline Projects. One of the goals for these flood control levee improvement projects is to incorporate natural infrastructure, such as horizontal levees, to provide increased flood protection that can evolve in the future, restore Bay habitats, and enhance public access. As expected, these large flood control levee improvement projects will take years to plan, design, and construct. During this time, the City and SFEP hope to gain valuable information from a permanent horizontal levee pilot system, which could then be incorporated into the design for broader implementation of horizontal levees as part of the larger flood control levee improvement projects.

As such, the City, in collaboration with SFEP and Environmental Science Associates, has completed a Conceptual Design Report and an initial Preliminary Design Report for a pilot horizontal levee system located within the Palo Alto Baylands. As part of the Preliminary Design, a fatal flaw for the proposed location was discovered and a new location identified (Figure 2). Currently, the project team is working to revise the Preliminary Design Report accordingly. Grant funding for the development of the initial Preliminary Design Report was awarded to SFEP and came from the United States Environmental Protection Agency's Climate Ready Estuaries Program. Funding for revision of the Preliminary Design Report and progression of the design up to 60% completion was awarded to SFEP and is provided by a California State

Coastal Conservancy Proposition 1 grant. The project team continues to apply for grant funding needed to complete design and construction.



Figure 2: Palo Alto Horizontal Levee Pilot Project location (yellow = initial location, red = new location).

Discussion

During this early phase of the project, the project team is seeking early permitting feedback from key state and federal resource agencies that participate in the Bay Restoration Regulatory Integration Team (BRRIT). The BRRIT is an innovative effort to increase the efficiencies and speed of permitting for San Francisco Bay restoration projects such as the Palo Alto Horizontal Levee Pilot Project. As explained in a letter included as Attachment A, the San Francisco Bay Restoration Authority is requesting all public entity permit applicants seeking to use the BRRIT process sign onto the Memorandum of Agreement (MOA) between the Authority and the U.S. Army Corps of Engineers (USACE). Under the MOA, included as Attachment B, the Authority provides USACE the funding needed to staff the BRRIT. Pursuant to Section 214 of the Water Resources Development Act, USACE can only expedite permit process review if funding is provided by public entity permit applicants. However, the Authority is not a public entity permit applicant and therefore needs public entity permit applicants, such as the City, to sign onto the MOA as Funding Entities. By signing onto the MOA, the City acknowledges that the Authority will provide funds directly to USACE in lieu of the City receiving a grant from the Authority to then use to pay the USACE for expedited review of the application. Funding Entities such as the City have no obligations under the MOA. The Authority bears the responsibilities under the MOA to fund USACE's participation in the BRRIT and all other obligations are assigned to either the Authority or USACE.

Currently, the project team is working to revise the Preliminary Design Report and to present the draft revised report to the BRRIT in November 2020 for early feedback from resource agencies. The Revised Preliminary Design Report will capture and incorporate BRRIT feedback prior to finalization expected in December 2020. Next, the project team will begin to progress the design to a 60% project definition which will include environmental assessment, additional community engagement, and refinement of construction cost estimate.

Resource Impact

The MOA itself does not obligate the City to fund anything now or in the future. Project funding to date has been provided by numerous grants awarded to SFEP; funding for the conceptual design was provided by an Integrated Regional Water Management Plan grant while funding for the initial Preliminary Design Report was provided by a grant from the Environmental Protection Agency's Climate Ready Estuaries Program. Most recently, the California State Coastal Conservancy awarded a grant to SFEP for \$500,000 to revise the Preliminary Design Report and progress the design work for the horizontal levee pilot project to a 60% project definition. The California State Coastal Conservancy grant is separate from the MOA and involves a local match of \$275,000 from the City. The majority of that match, \$168,000, is being paid by the City to the SFEP for environmental technical studies and permitting applications. Funds for this portion of the match are from the Wastewater Treatment Fund's Fiscal Year (FY) 2021 operating budget, where sufficient funds are available. The City anticipates that the remainder of the required match will be paid to an environmental assessment consultant through a future City contract. Funding for the remainder of the match is planned to come from the Wastewater Treatment Fund FY 2022 operating budget, subject to Council appropriation as part of the FY 2022 budget cycle. The project team continues to apply for grants to meet the funding needs of completing the design and construction. A preliminary construction cost estimate with an accuracy of -20% to +30% for the Palo Alto Horizontal Levee Pilot Project is \$1,230,000, not including construction management. The construction cost estimate will be refined as the project progresses through the design phase.

Policy Implications

The Palo Alto Horizontal Levee Pilot Project aligns with one of the top three Council Priorities for calendar year 2020: "Sustainability, in the context of climate change." It also aligns with Comprehensive Plan Goal N-8, to "actively support regional efforts to reduce our contribution to climate change while adapting to the effects of climate change on land uses and city services."

Stakeholder Engagement

As part of the conceptual and preliminary design phases for an earlier project iteration at a different location, the project team has garnered early feedback from the Parks and Recreation Commission numerous times, including most recently at the February 25, 2020 meeting. The project team has also elicited early feedback from several engaged environmental advocates in the Palo Alto Baylands and has shared information with the public as part of the September 9, 2020 Webinar on City of Palo Alto Sea Level Rise Projects and Planning Efforts. As the project

progresses, several community workshops are planned for broader community input.

Environmental Review

This memorandum of agreement addresses the funding of regulatory permit review activities and does not constitute a project under Public Resources Code Section 21065 of the California Environmental Quality Act (CEQA). An environmental assessment in accordance with CEQA will be completed during the design phase of the project prior to consideration of the project for approval.

Attachments:

- Attachment A - Letter to Funding Entities
- Attachment B - MOA Between SFBRA and USACE

Governing Board

Sup. Dave Pine
Chair
County of San Mateo

Sup. John Gioia
County of Contra Costa

Sup. Susan Gorin
County of Sonoma

Sup. Aaron Peskin
City & County of SF

Councilmember Vinnie Bacon
City of Fremont

Sup. Kate Sears
County of Marin

Director, Karen Holman
Midpeninsula Regional Open
Space District Board

Sam Schuchat
Executive Officer

Address:
c/o State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Telephone: 510-286-7193

Email: info@sfbayrestore.org

Web: www.sfbayrestore.org

July 22, 2020

Samantha Engelage, Senior Engineer

Environmental Services Division, Public Works Department, City of Palo Alto

Via email: Samantha.Engelage@CityofPaloAlto.org

Re: Bay Restoration Regulatory Integration Team

Dear Ms. Engelage:

On behalf of the San Francisco Bay Restoration Authority (Authority), I thank you for your agency's efforts to restore baylands habitats and increase public access to San Francisco Bay. I want to particularly thank you for utilizing the Bay Restoration Regulatory Integration Team (BRRIT) to conduct pre-permit application review and permit processing for your project, which has been added to the BRRIT's priority project list. The BRRIT is an innovative effort to increase the efficiencies and speed of permitting for restoration projects in San Francisco Bay, in large part by providing a dedicated team of regulatory staff from six state and federal resource and regulatory agencies. The work to establish the BRRIT began in 2017 and the team was fully assembled and kicked off their work in August of 2019. The Authority Board received their first report on performance at their May 8, 2020 meeting (the report is available on the Authority's website).

The purpose of this letter is related to the Authority's Memorandum of Agreement (MOA) with the U.S. Army Corps of Engineers (USACE). Under the MOA, the Authority provides the funding needed for USACE's staffing of the BRRIT. USACE entered into the MOA pursuant to Section 214 of the Water Resources Development Act of 2000 (as amended in 2014 and 2016), which allows for USACE to accept funds from public entity permit applicants to expedite the permit review process. Since the Authority is not a permit applicant, the MOA must also be signed by the public entity permit applicants whose permit applications will be reviewed pursuant to the MOA. Therefore, the Authority and USACE are requesting that each public entity with a project on the BRRIT's priority project list sign the MOA.

The MOA was first entered into by the Authority and USACE in March 2019 and amended in April 2020 to allow for signature by the permit applicants. In the MOA, which is attached, the permit applicants are referred to as "Funding Entities." This MOA Recital describes the relationship between the Authority and the Funding Entities:

WHEREAS, the Authority provides funds to the Corps on behalf of a Funding Entity (collectively "Funding Entities") and each Funding Entity is a non-Federal public entity that is seeking permits for a project eligible for Authority grant funds and that desires for the Authority to disburse funds to the Corps directly in lieu of granting funds to each Funding Entity to subsequently disburse to the Corps pursuant to Section 214 of the WRDA 2000.

The role of the Funding Entities is described in MOA Article I.C., which states:

The Funding Entities enter into this MOA pursuant to their authority to undertake Priority Projects and to accept grant funds from public entities. The Funding Entities desire for the Authority to enter into this MOA and disburse funds directly to the Corp in lieu of granting funds to the Funding Entities for subsequent disbursement to the Corp pursuant to multiple, separate agreements.

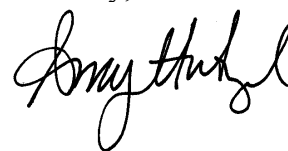
Under the above section, the permit applicants acknowledge that they could have accepted a grant from the Authority and used the grant funds to pay the USACE to expedite review of their permit applications. The permit applicants have no obligations under the MOA. The Authority bears the responsibilities under the MOA to provide the funds to USACE. All other obligations under the MOA are assigned to either the Authority or the USACE.

In order for USACE to continue to participate in the BRRIT and for the Authority to provide funding to USACE, **we request that your agency sign onto the MOA as a Funding Entity**, with the understanding that the Authority will be providing the funds to USACE so that USACE can review the permit applications of your agency. We are requesting this from every non-federal public entity with a project on the priority project list and will continue to add signatories as the project list grows. The signatures will be done in counterparts. You are welcome to print the attached MOA, have the appropriate person at your agency sign it, and email me back a scan or mail a hard copy. I can also distribute the MOA to you via DocuSign, if you prefer for your agency representative to provide an electronic signature. If you want the MOA distributed via DocuSign, please let me know the name and email address of the person who will be signing.

I recognize that this is an unexpected request and am available to answer any of your questions about the MOA or your need for additional background information. Please contact me at amy.hutzel@scc.ca.gov if more background is needed, I encourage you or your legal counsel to review the most recent Implementation Guidance issued by the Assistant Secretary of the Army related to the use of funding agreements within the regulatory program:
<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll5/id/1306>.

Many thanks and I hope you are staying healthy and safe.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Hutzel", written in a cursive style.

Amy Hutzel
Deputy Executive Officer



| | |
|--|---------------------|
| AGREEMENT NUMBER SFB0010-RA009 | AM. NO. 1 |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 62-1642142 | |

STANDARD AGREEMENT

(RA 3/2018)

THIS AGREEMENT, made and entered into this 10th day of April, 2020 in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

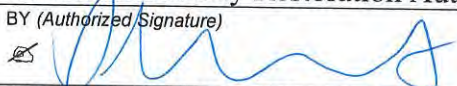
| | | |
|---|---|---------------------------------------|
| TITLE OF OFFICER ACTING FOR PUBLIC ENTITY Executive Officer | PUBLIC ENTITY San Francisco Bay Restoration Authority | , hereafter called the Authority, and |
| GRANTEE'S NAME U.S. Army Corps of Engineers, San Francisco District | | , hereafter called the Grantee. |

The Grantee and the Authority hereby agree as follows:


See attached Restated and Amended Memorandum of Agreement.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| GRANTOR | | GRANTEE | |
|---|--|--|------------------------------|
| AGENCY San Francisco Bay Restoration Authority | | GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) U.S. Army Corps of Engineers, San Francisco District | |
| BY (Authorized Signature)  | | BY (Authorized Signature)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer | | PRINTED NAME AND TITLE OF PERSON SIGNING Lieutenant Colonel John D. Cunningham, District Engineer | |
| ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 | | ADDRESS 450 Golden Gate Avenue, 4th Floor, Suite 0134 San Francisco, CA 94102-3406 | |
| | Phone: (510) 286-1015 | | Phone: (415) 503-6702 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$-0- | PROGRAM/CATEGORY (CODE AND TITLE) Measure AA | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$1,006,102.00 | WORK ITEM NUMBER 1768 | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$1,006,102.00 | PROJECT NAME Bay Restoration Regulatory Integration Team | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

| | | |
|--|-----------|------|
| PRINTED NAME AND TITLE OF PERSON SIGNING  | SIGNATURE | DATE |
| <input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input checked="" type="checkbox"/> AGREEMENT FILE | | |

RESTATED AND AMENDED
MEMORANDUM OF AGREEMENT
BETWEEN
THE SAN FRANCISCO BAY RESTORATION AUTHORITY,
FUNDING ENTITY/ENTITIES,
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS,
SAN FRANCISCO DISTRICT

This Memorandum of Agreement ("MOA") is entered into between the San Francisco Bay Restoration Authority (hereinafter "Authority"), Funding Entity/Entities, and the United States Army Corps of Engineers, San Francisco District (hereinafter "Corps"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers has regulatory jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act of 1972 ("CWA"), as amended, and navigable waters of the United States pursuant to section 10 of the Rivers and Harbors Act of 1899 ("RHA"), as amended; and

WHEREAS, section 214 of the Federal Water Resources Development Act ("WRDA") of 2000, 33 U.S.C § 2352, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit application of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out section 214 of the WRDA 2000, as amended, to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated April 18, 2018, SUBJECT: Redelegation of Authority to Accept and Expend Funds Contributed by Non-Federal Public Entities, Public-Utility Companies, Natural Gas Companies, or Railroad Carriers to Expedite the Evaluation of Department of the Army Permit Applications, has authorized the U.S. Army Corps of Engineers to accept and expend funds contributed by non-Federal public entities subject to certain limitations; and

WHEREAS, California Government Code Sections 66700-66706 establishes the Authority as a non-Federal public entity with authority to grant funds for all phases of eligible projects, which are those projects that restore, protect or enhance tidal wetlands, managed ponds, or natural habitats on the shoreline of San Francisco Bay, which projects may include features that provide public access or flood management; and

WHEREAS, on June 1, 2018, the Authority authorized the disbursement of funds to the Corps for purposes of expediting evaluation of permit applications for projects that are eligible for grants from the Authority; and

WHEREAS, the Authority provides funds to the Corps on behalf of a Funding Entity (collectively "Funding Entities") and each Funding Entity is a non-Federal public entity that is seeking permits for a project eligible for Authority grant funds and that desires for the Authority to disburse funds to the Corps directly in lieu of granting funds to each Funding Entity to subsequently disburse to the Corps pursuant to Section 214 of the WRDA 2000. WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation of permit applications for projects that the Authority has designated as eligible for Authority grants ("Priority Projects"); and

WHEREAS, the Corps issued an initial public notice dated September 14, 2018, regarding its intent to accept and expend funds contributed by the Authority; and

WHEREAS, the Corps has determined that expenditures of funds received from the Authority on behalf of Funding Entities to expedite evaluation of permit applications submitted by Funding Entities is appropriate; and

WHEREAS, it is understood and acknowledged by all Parties that the Corps' review of Authority's Priority Project list permit applications will be completely impartial and in accordance with all Federal laws and regulations; and

WHEREAS, this Agreement establishes the responsibilities and operating procedures of the Parties with respect to expedited reviews and other activities covered in this Agreement; and

WHEREAS, this Agreement 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 the Corps for timely analysis of project effects and to assist the Priority Project permit applicants in developing appropriate mitigation measures; (4) maximize the effective use of limited Corps' staff resources by focusing attention on projects that would benefit aquatic resources; (5) provide a mechanism for expediting project coordination when necessary and feasible; and (6) provide procedures for resolving disputes in this resource partnering effort; and

WHEREAS, the term of this Agreement is based upon the amount of funding available to the Authority and the Corps and Authority anticipate that if additional funding is made available to the Authority, the Agreement will be amended to extend the term; and

NOW, THEREFORE, the Parties hereby agree as follows:

Article I - PURPOSE AND AUTHORITIES

- A. Pursuant to Section 214 of WRDA 2000, as amended, 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 Corps' acceptance and expenditure of funds contributed by the Authority on behalf of Funding Entities to provide expedited and coordinated permit application evaluation-related services for the Authority's list of Priority Projects requiring Corps' approval pursuant to section 404 of the CWA and section 10 of the RHA. This MOA is not intended as the exclusive means of obtaining review of Priority Projects, it is a vehicle by which Priority Projects will obtain expedited and coordinated permit evaluation related services outside of the ordinary Corps standard review process. Priority Projects are defined as the list of projects identified in accordance with Article IV.A.1.
- B. The Authority enters into this MOA pursuant to its authority to grant funds for all phases of projects that restore, protect or enhance tidal wetlands and other wildlife habitat in and surrounding the San Francisco Bay as set forth in Government Code Sections 66700-66706 and pursuant to the June 1, 2018 authorization to disburse funds to the Corps for Priority Projects.
- C. The Funding Entities enter into this MOA pursuant to their authority to undertake Priority Projects and to accept grant funds from public entities. The Funding Entities desire for the Authority to enter into this MOA and disburse funds directly to the Corps in lieu of granting funds to the Funding Entities for subsequent disbursement to the Corp pursuant to multiple, separate agreements.

Article II - SCOPE OF WORK

- A. The Authority will provide funds to the Corps on behalf of Funding Entities (hereinafter "Authority funds") to provide permit application evaluation-related services as more particularly described in Appendix A. The Corps' regulatory program is funded as a congressionally appropriated line item in the annual Federal Budget. Authority funds will be added to the Corps' regulatory budget in accordance with the provisions of section 214 of WRDA 2000, as amended.
- B. The Funding Entity associated with each project will be the applicant and permittee for the project.
- C. The Corps will provide staffing resources dedicated to the permit evaluation-related services as described in Article II.C below.
- D. The Corps will establish a separate internal financial account to track receipt and expenditure of the funds associated with permit evaluation-related services and review of permit applications for Priority Projects. The Corps will assign one member of regulatory personnel ("Project Manager" or other Authority-funded staff) to work full-time on applications for Priority Projects, and additional Corps personnel to work part-time on the coordination described in this agreement. The Corps assigned staff members will charge time and expenses against the account

when they perform permit evaluation-related services for the Authority. The Corps will focus on the work as prioritized by the Authority.

- E. The Corps will expend Authority funds to defray the costs of regulatory staff (including salary, associated benefits, and overhead and travel expenses) to expedite and coordinate the evaluation of Priority Project permit applications. Staff activities will include, but are not limited to, the following: jurisdictional determinations, project site visits, travel, federal register preparation, public notice preparation and distribution, attendance at public hearings, preparation of correspondence, public interest review, preparation and review of environmental documentation, timeline tracking, and meetings with the Authority and resource agencies.
- F. The Corps will not expend Authority funds for costs associated with the review of the project manager's work by supervisors or other persons 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.
- G. The Corps will not expend Authority funds to defray the costs of activities related to the Corps' enforcement functions, but *may* use Authority funds to defray costs of activities related to assisting Priority Project permit applicants with permit compliance.
- H. In accordance with the Chief of Engineers' memorandum, dated April 18, 2018, Authority funds may not be used to continue activities under this agreement should a lapse of federal appropriations result in shutdown or furlough for the Corps.
- I. If Authority funds are expended in accordance with this agreement and not replenished, any remaining Priority Project permit applications will be handled like those of any permit applicant.

Article III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Corps and the Authority, each 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. The Corps and the Authority will issue a letter to the other designating the Principal Representative within fifteen (15) days of MOA execution. The Principal Representative for may be changed upon written notification to the other party.

Article IV - RESPONSIBILITIES OF THE PARTIES

- A. The Authority will provide adequate resources to fund Corps staff for the purpose of permit application-related services set forth below, including timely review of

Priority Projects and other identified activities as set forth in the Scope of Work (Appendix A).

B. To facilitate the Corps' reviews and activities, the Authority will:

1. Provide the Corps with the Priority Projects list. The Priority Projects list will be provided at an initial meeting between the Corps and the Authority. The Authority and the Corps will review the list and revise it on an as-needed basis. Changes to the list will be submitted by the Authority to the Corps in writing and will be effective upon receipt thereof.
2. Provide the Corps with the list of other resource and regulatory agencies that are participating in the coordinated review of Priority Projects, which agencies are referred to as the Bay Restoration Regulatory Integration Team ("BRRIT").
3. Encourage Funding Entity applicants to actively engage Corps personnel in early coordination, consultation, scoping, planning, and development of Priority Projects through various means including, but not limited to, meetings, field visits, conference calls, video teleconferencing, and electronic correspondence.
4. Encourage Funding Entity applicants to provide adequate information regarding projects and other specific activities to initiate permit application 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), General Condition 31 of the Nationwide Permit Program as published in the Federal Register (82 Fed. Reg. 1,860, dated January 6, 2017), and the Corps' Final Nationwide Permit Regional Conditions for Sacramento, San Francisco, and Los Angeles Districts (effective March 18, 2017). Upon request, Authority shall encourage Funding Entity applicants to provide additional information necessary to complete the application and/or pre-construction notification. If additional information, pursuant to 33 C.F.R. § 325.1(e) is requested by the Corps, Authority shall encourage Funding Entity applicants to provide such additional information necessary to ensure the Corps can effectively accomplish the required review.
5. In consultation with the Corps, establish realistic schedules for the Corps' involvement in Priority Projects. Work closely with the Corps to resolve workload conflicts and adjust priorities and schedules in order to make optimal use of available Regulatory Program staff resources. If overlaps or conflicts occur in the schedules for Priority Projects, the Authority will work with the Corps to resolve such overlaps or schedule conflicts.
6. Request meetings in writing to the Corps by mail or email. Meeting requests must provide sufficient lead-time for scheduling. Such requests must include

an agenda that clearly characterizes the purpose of the meeting and what is expected from the Corps' participation. Written materials attached to the request must contain sufficient information to enable the Corps staff to prepare for and actively participate in the meeting.

7. Inform all applicants for Priority Projects that Department of the Army Engineering Form ENG-4346, or Form ENG-6082, and/or a PCN form or letter containing the same information must be used for permit applications.
 8. Inform all Funding Entity applicants that the lack of active engagement in the expedited permit process and/or failure to provide adequate information requested by the Corps may result in the project's removal from the Authority's Priority Projects List.
- C. The Corps shall supplement or reassign its existing Regulatory Program personnel within projected funding levels provided under this MOA. The Corps shall use the Authority funds to defray the costs of salaries and associated benefits and to reimburse travel expenses. Additionally:
1. The Corps shall provide quarterly status updates on permit applications for Priority Projects and promptly notify the Funding Entity applicants on additional information requests arising from consultations with resources agencies requiring Authority response in order to timely process the project permits. The Corps shall strive to meet the performance metrics provided in Appendix B.
 2. The Corps shall provide the Authority an annual report documenting work conducted under this MOA.
 3. At the conclusion of the services under this MOA, the Corps shall provide a final statement of expenditures for the MOA including a summary report of progress made under this MOA to the Authority. This summary report will be submitted no later than sixty (60) days after the MOA expires or is terminated. The summary report will also identify any recommendations for improving consultation and coordination between the Corps and the Authority. 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.
 4. The Corps shall meet with staff and management representatives from the Authority on a quarterly or other mutually agreed upon schedule to review commitments, to collaborate on issues, to remedy outstanding concerns, to consider revisions to the provisions of this MOA, and to monitor activities under this MOA.

Article V – TERM OF AGREEMENT

- A. This MOA became effective on March 5, 2019, when it was signed by both the Authority and the Corps. The amendments to the MOA will become effective when this amended and restated MOA is signed by both the Authority and the Corps. The Corps shall not receive payment for work performed prior to the effective date of the MOA and before the start date identified in the Authority's notice to proceed. Work performed pursuant to this MOA shall terminate on March 31, 2022; and this MOA shall expire on June 30, 2022. The Parties may amend this MOA or terminate the MOA prior to the expiration date pursuant to Article XII.
- B. The Authority shall send a notice to proceed to the Corps, which notice shall include a start date for the Corps obligations under this MOA and will include the Priority Projects list for the first six-month funding period.
- C. This MOA will become effective as to each Funding Entity upon signing by the Funding Entity. Signing by a Funding Entity will not affect the rights and obligations of any other Party under the MOA.

Article VI – FUNDING

Within thirty (30) days of receipt of an invoice from the Corps, the Authority shall pay the anticipated FY costs expected to be incurred each year following MOA execution date in one lump sum each year, at the level specified in the Corps' budget estimate, which is included as Appendix C to this MOA and incorporated herein by reference. The total not to exceed budget for three years of work is one million, six thousand one hundred and two dollars (\$1,006,102.00). If the term of this agreement is extended, the total not to exceed budget for five years of work is one million, seven hundred fifty thousand, five hundred sixty-one dollars (\$1,750,561.00). Work is expected to be performed from approximately, March 31, 2019 through March 31, 2022; or if this agreement is extended, work will be performed through March 31, 2024.

- A. The Corps shall submit an invoice for full advance payment of the total annual amount. The invoice shall be provided on Corps letterhead, and include (1) the Corps' name and address, (2) Corps' remittance address, if different, (or electronic transfer information) and (3) total amount.

Invoices shall be submitted by the Corps to:

San Francisco Bay Restoration Authority
1515 Clay Street, Suite 1000
Oakland, California 94612-1401
Attention: Amy Hutzler

- B. Revisions agreed to by the Corps and Authority will be incorporated into a revised budget estimate to reflect costs for subsequent years that this MOA remains in effect without necessitating a formal revision or amendment to the MOA. The Corps will carry-over any unobligated funds from year to year, which will be

credited to the Authority or will refund such unobligated funds if this MOA is terminated or expires in accordance with Article XII.

- C. If the Corps' actual costs for providing the agreed upon level of service will exceed the amount of funds available, it will promptly notify the Authority of the amount of funds needed to defray the costs. The Authority will either initiate an increase to the funding amount, or agree to a reduced level of service.
- D. The Corps will provide a quarterly expenditure summary to the Authority.
- E. The Corps will expedite the evaluation of permit applications as specified in this MOA only after funds have been transferred to the Corps. Payments by the Authority are to be made to "F&A Officer" and mailed to:

U. S. Army Corps of Engineers
San Francisco District
450 Golden Gate, 4th Floor
San Francisco, CA 94102-9523
Attention: Theresa Story, Finance & Accounting Officer

Article VII - 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. The Corps and Authority shall comply with all relevant law. Expediting of permit applications undertaken by the Corps will be governed by all applicable Corps laws, regulations, policies, and procedures.

Article VIII - 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.

Article IX - PUBLIC INFORMATION

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

Article X - CONFIDENTIAL INFORMATION

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

- A. Should the Corps receive a FOIA request regarding information designated as confidential by the Authority, the Corps shall notify the Authority's Principal Representative of such request and forward a copy of the request to the Authority's Principal Representative.

Article XI – MISCELLANEOUS

A. Other Relationships or Obligations

1. This MOA will not affect any pre-existing or independent relationships or obligations between the Parties.
2. The Corps' participation in this MOA does not imply endorsement of the Priority Projects, nor does it diminish, modify, or otherwise affect Corps statutory or regulatory authorities.
3. This MOA, including any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in subparagraph A1 above, constitutes 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.

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.

C. Advance Payment for Federal Agreements

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

Article XII - AMENDMENT, MODIFICATION, AND TERMINATION

- A. This MOA may be modified or amended only by written mutual agreement of the Parties. The Authority and the Corps each has the right to terminate this MOA without cause upon thirty (30) days written notice to the other Parties, or sooner by mutual written agreement, or immediately in the event of a material breach. In the event of termination, the Authority will continue to be responsible for all costs

incurred by the Corps in performing expedited environmental permit review services up to the time of notice.

- B. Each Funding Entity has the right to withdraw from the MOA upon ten (10) days written notice to the Authority and the Corps. Withdrawal by a Funding Entity will not affect any other Party's rights or obligations under the MOA.
- C. Within ninety days (90) days of termination, or expiration of the MOA, the Corps shall conduct an accounting to determine the actual costs of the work. Within sixty (60) days of completion of this accounting, the Corps shall return to the Authority any funds advanced in excess of the actual costs, subject to compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq.* Funds may be provided to the Authority either by check or by electronic funds transfer.

Article XIII – NOTICES

All notices required under this Agreement shall be effective only if in writing and sent by mail or email to the following contacts for each party, except that contacts for Funding Entities are identified on Funding Entity signature page:

Authority: Executive Officer
San Francisco Bay Restoration Authority
1515 Clay Street, Suite 1000
Oakland, California 94612-1401

Corps: District Engineer
San Francisco District of the U. S. Army Corps of Engineers
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-9523

With copy to: Regulatory Division Chief
San Francisco District of the U. S. Army Corps of Engineers
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-9523

Article XIV – EXECUTION IN COUNTERPARTS

This Agreement may be executed in Counterparts each of which shall be deemed an original but of which together constitute one and the same executed instrument.

[Signature on following page]

IN WITNESS WHEREOF, this Agreement is executed by the San Francisco Bay Restoration Authority acting by and through its authorized officers, and by the U.S. Army Corps of Engineers' San Francisco District, through its authorized officers.

San Francisco Bay Restoration Authority

By: _____

Mr. Sam Schuchat
Executive Officer

3/6/20

Date

U.S. Army Corps of Engineers, San Francisco District

By: _____

John D. Cunningham, Lieutenant Colonel
San Francisco District Commander
U.S. Army Corps of Engineers

1/16/2020

Date

Funding Entity Signatures are on separate pages

FUNDING ENTITIES SIGNATURE PAGES

This Agreement is executed by each Funding Entity as follows:

Port of San Francisco

By: _____
Signature Date

Print Name and Title

Contra Costa County Flood Control and Water Conservation District

By: _____
Signature Date

Print Name and Title

San Francisco Recreation and Parks Department

By: _____
Signature Date

Print Name and Title

Marin County Parks

By: _____
Signature Date

Print Name and Title

City of San Leandro

By: _____
Signature

Date

Print Name and Title

California Department of Fish and Wildlife

By: _____
Signature

Date

Print Name and Title

Santa Clara Valley Water District

By: _____
Signature

Date

Print Name and Title

San Francisquito Creek Joint Powers Authority

By: _____
Signature

Date

Print Name and Title

Palo Alto Regional Water Quality Control Plant

By: _____
Signature Date

Print Name and Title

East Bay Regional Park District

By: _____
Signature Date

Print Name and Title

County of Marin Department of Public Works

By: _____
Signature Date

Print Name and Title

State Coastal Conservancy

By: _____
Signature Date

Print Name and Title

APPENDIX A SCOPE OF WORK

WORK TASK 1: AGENCY PARTICIPATION

| | |
|---|---|
| Schedule | The Corps will consult with the Authority in order to prepare a schedule for Priority Project deliverables. |
| Meetings, conference calls, field reviews | The Corps will participate actively in permit evaluation-related services by attending meetings and field reviews, when requested, and identifying critical issues, key decision points, and potential conflicts as early as possible. Participation includes sharing, when appropriate, the most current regulatory and aquatic resources information. |
| Responses to requests for information | The Corps will provide timely responses to requests from the Priority Project permit applicants and BRRIT members for information either verbally, via email, or by letter as necessary. |
| Coordination | The Corps will coordinate with BRRIT members and other federal, state, and local agencies to facilitate early coordination of Priority Projects. |
| Projected Workload | The Corps will consult with the Authority regarding an adjustment of priorities if the current and/or projected workload for Priority Projects exceeds the Corps' ability to provide the services specified herein or negotiate additional funding in accordance with paragraph VI.C. of the MOA. |

WORK TASK 2: PERMIT APPLICATION REVIEWS AND COORDINATION

| | |
|--|--|
| Jurisdictional Determinations | When requested by Priority Project permit applicants, the BRRIT, or as determined necessary by the Corps, the Corps will conduct site visits and/or review of information provided by the permit applicants. The Corps may request additional information if necessary to aid in the Corps' review of jurisdiction. |
| Pre-Application Coordination | The Corps will meet with the BRRIT to perform coordinated pre-application review of Priority Projects for which a permit applicant has requested pre-application review. The Corps will participate in up to two pre-application review meetings. |
| Department of the Army (DA) Permit Application Completeness Review | The Corps will stamp each permit application with the date of receipt and notify the BRRIT members of the date of receipt. The Corps will contact the permit applicant within thirty (30) days of the date of receipt of the application and request additional information if there is any incomplete, missing, or incorrect information necessary for the Corps to deem applications complete. |
| Issuance of Public Notice | After receipt of each complete DA permit application from a Priority Project permit applicant, the Corps will issue a public notice if necessary pertaining to the activities requiring Corps authorization. |
| Coordination | Following submittal of a permit application, to the extent necessary, the Corps will perform external coordination duties with the BRRIT and with other Federal, state, and local agencies, as required by Federal regulation and policies, regarding the DA permit evaluation process(es). |
| Permit Decision | For each project permit application, the Corps will evaluate the permit application when all information provided by the permit applicant is deemed complete. The Corps will provide to the permit applicant a DA permit decision pursuant to Section 404/10, including general and proposed special permit conditions, if any. |

| | |
|---------------------------------------|---|
| Post-permit issuance activities | The Corps will reasonably coordinate with the permit applicants regarding permit modifications, including but not limited to: extensions, review of mitigation monitoring reports, and compliance inspection. |
| Additional necessary permitting tasks | The Corps will reasonably coordinate with the permit applicant regarding any additional tasks associated with the issuance of permits. |

WORK TASK 3: PROJECT MANAGEMENT

| | |
|----------------------------|--|
| Progress Reports | The Corps will provide quarterly progress reports to the Authority documenting all updates regarding the permit evaluation-related services completed during the quarter. 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 the expenditures under this MOA, for the period covered by the progress report and cumulatively for both the current federal fiscal year and for the life of the MOA. |
| Policy and Management Team | Corps personnel will promote coordination between the Policy Management Team and the BRRIT including coordination for resolution of policy issues, and coordination for processing elevated project decisions. |

APPENDIX A-1
Preliminary Authority Priority Projects

The List will be updated/revised in accordance to Article IV.A of the MOA.

| AUTHORITY PROJECT NAME | Location Coordinate | Job Number | Corps # | Priority Ranking | Anticipated Construction Year |
|-------------------------------|--------------------------------|-----------------------|--------------------|-----------------------------|--|
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APPENDIX B

Performance Metrics¹

| Objective | Measure |
|---|---|
| Upon initial receipt of an application for an individual permit or general permit, the Corps will notify the permit applicant (via telephone or email) within 15 calendar days if the application is Federally-complete. If the application is complete, the Corps will notify the participating agencies of the initial date received stamped on the application. | The Corps shall provide such notification within the stated time frame at least 90% of the time. |
| The Corps will request in writing (via email or letter) specific additional information needed to complete an individual permit or general permit application within thirty (30) calendar days of initial receipt. Once sufficient information is received, the Corps will notify permit applicant (via telephone or email) within fifteen (15) calendar days of the date received stamped on the last piece of information needed to complete the application. | The Corps shall provide such notifications within the stated time frame at least 90% of the time. |
| Letters of Permission will be processed within sixty (60) calendar days of receiving a Federally-complete application, with the exception of those that require longer periods of time per Corps regulations at 33 CFR section 325.2(d)(3). | The Corps shall meet the stated objective at least 50% of the time. |
| Standard Individual permits will be processed within one hundred twenty (120) calendar days of receiving a Federally-complete application, with the exception of those that require longer periods of time per Corps regulations at 33 CFR section 325.2(d)(3). | The Corps shall meet the stated objective at least 80% of the time. |
| General permits, including nationwide permits and regional general permits, will be processed within forty-five (45) calendar days of receiving a Federally-complete application. ² | The Corps shall meet the stated objective at least 80% of the time. |

¹ Appendix B Performance Metrics determined by FY19 USACE Regulatory Performance Metrics

² Projects requiring Section 7 and Section 106 consultation will exclude those calendar days during which the project is under consultation with another agency, i.e. time from when the consultation letter is sent until consultation response is received.

| | |
|--|---|
| Jurisdictional Determinations (JDs), including Approved JDs, will be processed within sixty (60) calendar days of receiving a complete jurisdictional determination request. | The Corps shall meet the stated objective at least 90% of the time. |
| Endangered Species Act Section 7 consultation initiation request letters and Section 106 consultation initiation request letters will be sent within fifteen (15) days of receiving adequate information from Authority to make a determination of effect and initiate consultation. | The Corps shall meet the stated objective at least 90% of the time. |

**APPENDIX C
CORPS BUDGET ESTIMATE**

Regulatory Rate Calculations

| | Federal FY19 GS12 Step 1 | Federal FY20 GS12 Step 2 | Federal FY21 GS12 Step 3 | Federal FY22 GS12 Step 4 | Federal FY23 GS12 Step 5 |
|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Basic Hourly Rate | 42.44 | 43.86 | 45.27 | 46.69 | 48.10 |
| Daily Rate (hourly @ 8 hours) | 339.52 | 350.88 | 362.16 | 373.52 | 384.80 |
| Effective Daily rate (w/benefits at 64%) | 556.81 | 575.44 | 593.94 | 612.57 | 631.07 |
| Overhead (Departmental 45% and District 23.5%) | 381.42 | 394.18 | 406.85 | 419.61 | 432.28 |
| Total Daily Rate (Effective Daily Rate + OH) | 938.23 | 969.62 | 1000.79 | 1032.19 | 1063.36 |

3-YEAR TOTAL NOT TO EXCEED AMOUNT = \$1,006,102.00

**Dependent on Funding, 5-YEAR TOTAL NOT TO EXCEED AMOUNT =
\$1,750,561.00**

Year 1

| FY19 (1 Oct 2018- 30 Sept 2019) | | | |
|---|-------------------|-------------|---------------------|
| Labor Costs | Staff Days | Rate | Cost |
| GS -12 Regulatory Support | 218 | \$938.23 | \$204,534.05 |
| GS-12 Regulatory – part-time | 109 | \$938.23 | \$102,267 |
| In house Support Service (e.g. legal, engineering) | 20 | \$938.23 | \$ 18764.59 |
| Other Direct Costs | | | |
| Travel & per Diem (20 days @ \$125 average) | 20 | \$125.00 | \$ 2,500 |
| TOTAL FY 2019 | | | \$328,065.66 |

YEAR 2

| FY 2020 (1 October 2019 -30 Sept 2020) | | | |
|---|-------------------|-------------|---------------------|
| Labor Costs | Staff Days | Rate | Cost |
| GS -12 Regulatory Support | 218 | \$969.62 | \$211,377.55 |
| GS-12 Regulatory – part-time | 109 | \$969.62 | \$105688.80 |
| In house Support Service (e.g. legal, engineering) | 20 | \$969.62 | \$ 19,392.44 |
| Other Direct Costs | | | |
| Travel & per Diem (20 days @ \$125 average) | 20 | \$125.00 | \$ 2,500 |
| TOTAL FY 2020 | | | \$338,958.76 |

YEAR 3

| FY 2021 (1 October 2020 -30 Sept 2021) | | | |
|---|-------------------|-------------|---------------------|
| Labor Costs | Staff Days | Rate | Cost |
| GS -12 Regulatory Support | 218 | \$ 1000.79 | \$ 218,172.86 |
| GS-12 Regulatory – part-time | 109 | \$ 1000.79 | \$ 109,086.40 |
| In house Support Service (e.g., legal engineering) | 20 | \$ 1000.79 | \$ 20,015.86 |
| Other Direct Costs | | | |
| Travel & per Diem (20 days @ \$125 average) | 20 | \$125.00 | \$ 2,500 |
| TOTAL 2021 | | | \$349,775.15 |

YEAR 4

| FY 2022 (1 October 2021-30 Sept 2022) | | | |
|--|-------------------|-------------|---------------------|
| Labor Costs | Staff Days | Rate | Cost |
| GS-12 Regulatory Support | 218 | \$ 1032.19 | \$ 225,016.37 |
| GS-12 Regulatory – part-time | 109 | \$ 1032.19 | \$112,508.20 |
| In house Direct Cost | 20 | \$ 1032.19 | \$ 20,643.70 |
| Other Direct Costs | | | |
| Travel & per Diem (20 days @ \$125 average) | 20 | \$125.00 | \$ 2,500 |
| TOTAL FY 2022 | | | \$360,668.25 |

YEAR 5

| FY 2023 (1 October 2022 -30 Sept 2023) | | | |
|--|-------------------|-------------|---------------------|
| Labor Costs | Staff Days | Rate | Cost |
| GS -12 Regulatory Support | 218 | \$1063.36 | \$231,811.68 |
| GS-12 Regulatory – part-time | 109 | \$1063.36 | \$115,905.80 |
| In house Direct Cost | 20 | \$1063.36 | \$ 21,267.13 |
| Other Direct Costs | | | |
| Travel & per Diem (20 days @ \$125 average) | 20 | \$125.00 | \$ 2,500 |
| TOTAL FY 2023 | | | \$371,484.64 |